



Kmart Australia Ltd

Agreement 2018

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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1. Application and Parties to this Agreement

- 1.1 This Agreement shall be binding upon Kmart Australia Limited and the Shop Distributive and Allied Employees' Association and the Australian Workers Union (QLD Branch) (within their area of coverage), in respect of team members in Australian retail stores, whether members of the Union or not, who are employed by Kmart throughout Australia in the classifications contained in this Agreement.
- 1.2 This Agreement has no application to team members employed within retail stores in management pay ranged positions equivalent to or greater than pay range 11, as appointed or promoted by Kmart, apprentices or trainees engaged by an external Registered Training Organisation who are completing the on-the job training component of their traineeship at Kmart. This Agreement does apply to any trainees engaged directly by Kmart to undertake a Certificate II in Retail or Certificate III in Retail Operations.
- 1.3 Other than where expressly stated, and subject to the requirements of *the Fair Work Act 2009*, this Agreement shall operate in complete substitution of any Award (including the General Retail Industry Award 2010) or agreement, whether state or federal, previously covering such team members as are provided for within the classifications contained in this Agreement.

2. Title

- 2.1 This Agreement shall be known as the Kmart Australia Ltd Agreement 2018.

3. Duration

- 3.1 This Agreement will come into effect from seven days after the date it is approved by the FWC and will remain in force until 28 February 2023, or for 4 years, whichever time is earlier.
- 3.2 It is agreed that there shall be a no-extra claims commitment during the life of this Agreement.

4. Definitions

4.1 AWU Area of Coverage

The AWU's area of coverage means the area of Queensland within the boundaries commencing at the sea-coast at 24 degrees 30 minutes of south latitude, thence by that parallel of latitude bearing true west to 151 degrees of each longitude, thence by that degree of longitude bearing true south to 25 degrees of south latitude; thence by that parallel of latitude bearing true west to the western border of the State of Queensland; thence by the western border of the state, bearing true north to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude bearing true east to 147 degrees of east longitude; thence by that degree of longitude bearing true north to 22 degrees of south latitude; thence by that parallel of latitude bearing true east to the sea-coast; thence by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area excluding the Local Government Areas of Rockhampton and Gladstone.

4.2 Base Rate of Pay

The base rate of pay is the hourly rate of pay that applies to permanent team members for the hours of work Monday to Friday 7am-6pm. The base rate for existing team members is contained in Tables 1 and 2 of the permanent team member Pay Schedules and the base rate for new team members is contained in Tables 4 of the permanent team member Pay Schedules, depending on the team members classification, with the exception of Level 1A new team members whose base rate is contained in Table 1 and Table 2 of Schedule 3.

4.3 Casual Rate of Pay

The casual rate of pay is the hourly rate of pay that applies to casual team members for the hours of work Monday to Friday 7am-6pm. The casual rate for existing team members is contained in Tables 1 and 2 of the casual team member Pay Schedules and the casual rate for new team members is contained in Tables 4 of the casual team member Pay Schedules, depending on the team members classification, with the exception of Level 1A new team members whose casual rate is contained in Table 1 of Schedule 4.

4.4 Continuous Service

Continuous service has the same meaning as set out in section 22 of the *Fair Work Act 2009*.

4.5 Day Work Team Member

A day work team member means a team member who is employed to work their ordinary hours within the span of ordinary hours in clause 10.2.

4.6 De facto Partner

Has the same meaning as set out in the *Fair Work Act 2009*.

4.7 Existing Team Member

Means a team member employed by Kmart immediately prior to the commencement of this Agreement.

4.8 FWC

FWC means the Fair Work Commission.

4.9 GRIA

Means the *General Retail Industry Award 2010*.

4.10 Immediate Family Member

Immediate family member shall mean a spouse (including a former spouse), de facto partner (including a former de facto partner), child (including step or foster), parent (including a step-parent), grandparent, grandchild or sibling of a team member; or a child (including step or foster), parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of a team member.

4.11 New Team Member

Means a team member employed by Kmart following the commencement of this Agreement by law.

4.12 NES

NES means the National Employment Standards contained in the *Fair Work Act 2009*.

4.13 Night Shift Team Member

A Night Shift Team Member is a team member who is employed to work night shift work in accordance with the relevant terms of this Agreement.

4.14 Pay Schedules

Pay Schedules means Schedules 1-12 of this Agreement.

4.15 Permanent Team Member

Permanent Team Member means either a full-time or part-time team member.

4.16 Relevant Pay Schedule

Relevant Pay Schedule means the Pay Schedule that applies to a team member according to their status as a permanent or casual team member and their classification level under this Agreement. For a team member performing higher duties, relevant Pay Schedule means the Pay Schedule that applies to the team member when performing higher duties according to their status as a permanent or casual team member and the duties which they are performing whilst receiving higher duties.

4.17 Retail Store

A retail store includes any Kmart permanent or temporary store offsite but does not include any distribution centre.

4.18 Service

Service has the meaning as set out in the *Fair Work Act 2009*.

4.19 Systematic Cleaning

Systematic cleaning shall not mean cleaning duties incidental to a team member's duties. Incidental cleaning shall include dusting of shelves and stock, the sweeping up of packaging materials within the general work area, the cleaning of implements and fixtures used and the cleaning (including vacuum cleaning) of the immediate work area. Incidental cleaning shall not include the wet washing of floors, the cleaning of toilets, sweeping of pavement areas excepting incidental to sales promotion activities, the cleaning of exterior windows other than for the removal of occasional defacements, the cleaning of electrical and plumbing vents, electrical conduits and pipe work.

4.20 Union

Union shall mean the following organisations registered under the *Fair Work (Registered Organisations) Act 2009*:

(a) The Shop Distributive and Allied Employees' Association (SDA); and

(b) The Australian Workers Union (QLD Branch) in respect to the AWU's area of coverage specified in sub-clause 4.1 of this Agreement.

4.21 Voluntary Emergency Management Activity

A voluntary emergency management activity has the meaning described in the NES.

5. Classifications and Classification-related Matters

5.1 Level 1 Team Members

A Level 1 team member is a Retail Assistant appointed at this level to perform sales, replenishment, returns and repairs related duties. This includes the assembly of products, carrying out change in accordance with planograms, basic visual merchandising, assisting customers to use self-serve equipment at checkouts and in the image centre, the preparation of customer orders and the collection of trolleys.

5.2 Level 1A Team Members

A Level 1A team member is a Retail Assistant appointed at this level to perform trolley collection duties by operating "ride-on" equipment.

5.3 Level 2 Team Members

A Level 2 Team Member is a Retail Assistant appointed at this level to perform non-payroll clerical duties (excluding returns and repairs related work). Clerical duties performed at this level include general clerical routines not related to payroll duties.

5.4 Level 3 Team Leaders

A team leader under this Agreement is a Retail Assistant appointed as a team leader whose duties are to assist in supervising either a department (or part thereof) or to assist in supervising a task or process being carried out across more than one department (for example replenishment being carried out across departments). A team leader carries out their duties in accordance with any existing guidelines and the directions of a manager. A team leader may be required to assist in the supervision of a small group of team members whose numbers may vary according to the task or process being undertaken at any given time, but not exceeding ten team members. A team member required to temporarily act as a team leader is paid in accordance with clause 6 of this Agreement.

- 5.5 A team member may be required to perform any function or work in any area at their classification level provided those duties are within the skill, competence and training of the team member.
- 5.6 Team Members may not be engaged to carry out systematic cleaning duties as defined in clause 4.19 of this Agreement.
- 5.7 Team members may agree to work in more than one classification and if the team member does so the team member is paid in accordance with the relevant pay rate for each classification for the hours the team member works at each classification.
- 5.8 If the team member is requested to work on an ad hoc basis in a lower classification, they will continue to receive their normal higher classification rate of pay.

6. Higher Duties

- 6.1 A team member who is required to undertake higher duties by Kmart shall be paid higher duties rates of pay in accordance with this clause.

6.2 Higher Duties at Level 1A, 2 or 3 of this Agreement

Where a team member is required to undertake higher duties on a temporary basis under a classification that is paid a higher rate under this Agreement, the team member is to be paid the higher rate set out in the Relevant Pay Schedules (Pay Schedules 3-8).

6.3 Higher Duties Grade A

Where a team member is required to act as a Duty Manager (or Shift Work Supervisor), or where the team member is carrying the keys for opening or closing the store (whilst a manager is not present) or where the team member is acting as a front-end supervisor (of less than 15 team members) the team member is paid the rates set out in Schedule 7 (permanent team members) or Schedule 8 (casual team members).

6.4 Higher Duties Grade B

Where a team member is required to act as a Line Manager on a temporary basis, other than an Operations Manager, the team member is paid the rates set out in Schedule 9 (permanent team members) or Schedule 10 (casual team members).

6.5 Higher Duties Grade C

Where a team member is required to act as an Operations Manager on a temporary basis, the team member is paid the rates set out in Schedule 11 (permanent team members) or Schedule 12 (casual team members).

- 6.6 The need for higher duties to be performed will be at Kmart's determination.
- 6.7 Payment for higher duties under this clause is for the actual time worked (if two hours or less is worked performing higher duties). If more than two hours is worked performing higher duties the team member is to be paid for the whole shift at the higher rate.

7. Rates of Pay, Junior Rates, Superannuation and Pay-related Matters

- 7.1 Rates of pay for all hours worked are set out in the Pay Schedules 1-8 of this Agreement for Level 1, Level 1A, Level 2 and Level 3 team members. Time worked includes any time spent working after a rostered shift has concluded when a team member is required to close registers, a department or the store. The Pay Rate Schedules have application as follows:

Schedule	Applies to:
Schedule 1	Level 1 Permanent day work team members and night shift work team members
Schedule 2	Level 1 Casual day work team members and night shift work team members
Schedule 3	Level 1A Permanent day work team members and night shift work team members
Schedule 4	Level 1A Casual day work team members and night shift work team members
Schedule 5	Level 2 Permanent clerical day work team members and night shift work team members
Schedule 6	Level 2 Casual clerical day work team members and night shift work team members
Schedule 7	Level 3 Permanent day work team members and night shift work team members
Schedule 8	Level 3 Casual day work team members and night shift work team members

*Higher duties Schedules are contained in Pay Schedules 7-12

- 7.2 The following junior percentages apply to team members at all classification levels and are incorporated into the rates specified in the Pay Schedules 1-12 of this Agreement:

Age	Percentage of the Adult Rate
20 years	100%
19 years	80%
18 years	70%
17 years	60%
16 years	50%
Under 16 years	45%

- 7.3 The junior rates are paid as a percentage of the adult pay rates specified in the Pay Rate Schedules 1-12 and the rates for juniors are specified in these Pay Rate Schedules.
- 7.4 Kmart may stand down a team member without pay if the team member cannot be usefully employed because of any strike, breakdown in machinery, or stoppage of work by any cause for which Kmart cannot reasonably be held responsible.
- 7.5 Overpayments
- 7.5.1 In the event that Kmart inadvertently makes an overpayment of remuneration to a team member and the entitlement to that remuneration is governed by this Agreement, Kmart shall have the right to recover such overpayment in accordance with this sub-clause.
- 7.5.2 Kmart must advise the team member in writing of the amount of the overpayment and the reason and circumstance of the overpayment.
- 7.5.3 Kmart and the team member may agree on the amount to be recovered from each periodic pay of the team member, the number of periodic pays that will be affected by the recovery action and the usual

amount of pay that the team member will receive whilst the recovery action occurs. The agreement shall be in writing, however, a team member will not unreasonably withhold their agreement.

- 7.5.4 A team member may dispute any overpayment recovery claim. If no agreement is reached, the matter must be dealt with under the Dispute Resolution Procedure of this Agreement. Any resolution of a dispute about an overpayment recovery claim must have regard to all the circumstances of the case and may determine the amount, if any, of the overpayment to be recovered and the method and timing of any recovery of an overpayment.

7.6 Pay Rate Adjustments and Pay Rate Guarantees

- 7.6.1 The following table sets out how pay rates under this Agreement are adjusted and sets out pay rate guarantees for team members:

Pay Rate	Existing Team Member	New Team Member	Rate Guarantee
Base rate of pay <i>(Permanent day work team members)</i>	Increases in accordance with the relevant classification increases set out in Tables 2 of the Permanent Pay Schedules on the dates specified	From the first pay period on or after 1 July each year the rates in Tables 4* are adjusted to equal the equivalent base rate of pay in the GRIA plus 4 cents per hour on commencement and a further 3 cents per hour from the first pay period on or after 1 January 2021	Guaranteed not to fall below the equivalent classification base rate of pay in the GRIA plus 4 cents per hour on commencement and a further 3 cents per hour from the first pay period on or after 1 January 2021
Casual rate of pay <i>(Casual day work team members)</i>	Increases in accordance with the relevant classification increases set out in Table 2 of the Casual Pay Schedules on the dates specified	From the first pay period on or after 1 July each year the rates in Tables 4* are adjusted to equal the equivalent permanent rate in the GRIA plus 4 cents per hour on commencement and a further 3 cents per hour from the first pay period on or after 1 January 2021 plus 25% casual loading	Guaranteed not to fall below the equivalent classification base permanent rate in the GRIA plus 4 cents per hour on commencement and a further 3 cents per hour from the first pay period on or after 1 January 2021 plus 25% casual loading
Day work rates all other hours (except base rate hours) <i>(Permanent day work team members)</i>	From the first pay period on or after 1 July each year the rate is adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate applicable as at the day before the date of the vote for this	From the first pay period on or after 1 July each year the rate is adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate applicable as at the day before the date of the vote for this	Guaranteed not to fall below the equivalent base rate of pay in the GRIA plus the relevant penalty rate applicable as at the day before the date of the vote for this Agreement plus 1 cent per hour

	Agreement plus 1 cent per hour	Agreement plus 1 cent per hour	
Day work rates all other hours (except casual rate hours) <i>(Casual day work team members)</i>	From the first pay period on or after 1 July each year the rate is adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate including any casual loading amount as at the day before the date of the vote for this Agreement plus 1 cent per hour	From the first pay period on or after 1 July each year the rate is adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate including any casual loading amount as at the day before the date of the vote for this Agreement plus 1 cent per hour	Guaranteed not to fall below the equivalent base rate of pay in the GRIA plus the relevant total of penalty rate including any casual loading amount as at the day before the date of the vote for this Agreement plus 1 cent per hour
Night shift work rates of pay <i>(Permanent night shift work team members)</i>	From the first pay period on or after 1 July each year the rates in Tables 3 are adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate applicable as at the day before the date of the vote for this Agreement plus 1 cent per hour	From the first pay period on or after 1 July each year the rates in Tables 3** are adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate applicable as at the day before the date of the vote for this Agreement plus 1 cent per hour	Guaranteed not to fall below the equivalent of the base rate of pay in the GRIA plus the relevant penalty rate applicable as the day before the date of the vote for this Agreement plus 1 cent per hour
Night shift work rates of pay <i>(Casual night shift work team members)</i>	From the first pay period on or after 1 July each year the rates in Tables 3 are adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant total of penalty rate including any casual loading amount as at the day before the date of the vote for this Agreement plus 1 cent per hour	From the first pay period on or after 1 July each year the rates in Tables 3** are adjusted to equal the equivalent base rate of pay in the GRIA plus the relevant penalty rate including any casual loading amount as at the day before the date of the vote for this Agreement plus 1 cent per hour	Guaranteed not to fall below the equivalent of the equivalent base rate of pay in the GRIA plus the relevant penalty rate including any casual loading amount as at the day before the date of the vote for this Agreement plus 1 cent per hour

*Table 1 for Level 1A, **Tables 2 for Level 1A.

- 7.6.2 Despite Table 7.6.1, Appendix C of this Agreement sets out how certain matters contained in the GRIA may change the equivalent entitlements in this Agreement, if those matters are varied by the FWC in the GRIA as a result of the 4-yearly award review following the vote and operation of this Agreement.
- 7.6.3 Sunday rates of pay for the hours 9am-11pm will transition in line with rate changes applicable to the Sunday penalty rate for ordinary hours of work in the GRIA as the Sunday penalty rate in this award transitions in accordance with the Order of the FWC PR 593953 (as set out in Appendix D of this Agreement). Rates are scheduled to reduce as per the table below:

	Permanent Team Member GRIA Sunday Penalty Rate	Casual Team Member GRIA Sunday Penalty Rate
1 July 2019	165%	175%
1 July 2020	150%	175%

- 7.6.4** Despite sub-clause 7.6.1, 7.6.2 and 7.6.3 or any other provision of this Agreement, team members engaged immediately before the commencement of this Agreement who are entitled to a saved rate of pay under Appendix B of this Agreement, are entitled to the pay rates and pay rate increases in accordance with Appendix B for any saved rate of pay.

7.7 Trainee Rates of Pay

- 7.7.1** In the event that Kmart directly engages trainees to undertake a Certificate II in Retail or a Certificate III in Retail Operations following the commencement of this Agreement, such trainees shall be paid the Level 1 rate of pay for their age under the relevant Pay Schedule of this Agreement for new team members, unless the relevant equivalent rate in the national training wage is higher, in which case the relevant national training wage rate plus 1 cent per hour shall apply for any hours for which the rate is lower.
- 7.7.2** Trainees are paid for any on-the-job training hours they undertake and any other hours to which the trainee would be entitled to be paid under the national training wage for the type of traineeship they are undertaking.

7.8 Superannuation

- 7.8.1** Kmart shall be a participating employer of the Retail Employees Superannuation Trust (REST) and shall participate in accordance with the Fund Trust Deed.
- 7.8.2** Kmart shall contribute monthly to REST on behalf of each eligible team member the required level of superannuation contribution by law.
- 7.8.3** At the commencement of this Agreement the required contribution by law is 9.5% of ordinary time earnings. Ordinary time earnings shall be calculated in accordance with subsection 6(1) of the *Superannuation Guarantee (Administration) Act 1992*.
- 7.8.4** An eligible team member is one who:
- 7.8.4(i)** Earns \$450 or more in ordinary time earnings in any month; and
 - 7.8.4(ii)** In the case of a team member aged below 18 years, works at least 30 hours per week.
- 7.8.5** **Personal Additional Contributions to REST**
- 7.8.5(i)** A team member may make personal contributions to REST in addition to those made by Kmart.
 - 7.8.5(ii)** A team member who wishes to make such additional contributions must authorise Kmart in writing to pay into the Fund, from the team member's wages, a specified amount in accordance with the REST Trust Deed and Rules.
 - 7.8.5(iii)** Upon receipt of written authorisation from the team member, Kmart shall commence making monthly payments into the Fund on behalf of the team member following receipt of the authorisation.

- 7.8.5(iv) A team member may vary his or her additional contributions by a written authorisation and Kmart shall alter the additional contributions within 14 days of receipt of the authorisation.
- 7.8.5(v) Additional team member contributions to REST requested under this sub-clause shall be expressed in whole dollars.
- 7.8.5(vi) Subject to sub-clause 7.8.7, the ability to opt in and out of the fund as provided within the *Superannuation Guarantee (Administration) Act 1992* (as amended) and the applicable regulations shall not apply and team members employed under the terms of this Agreement are not eligible to elect another superannuation fund into which the team member's employer contributions are paid.

7.8.6 Ability to Salary Sacrifice by Company Authorisation

- 7.8.6(i) A team member may, by mutual agreement with Kmart participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by Kmart and request to receive wages payable in accordance with this Agreement, minus the amount diverted into contributions under this program.
 - 7.8.6(ii) A team member whose request is accepted by Kmart, will receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement. Such a request will be in the form prescribed by Kmart.
 - 7.8.6(iii) A team member who takes any paid leave shall receive the benefit and wages prescribed under this clause in lieu of wages and other amounts payable under this Agreement.
 - 7.8.6(iv) Any other Agreement payment, including termination payments, calculated by reference to the team member's wages as provided in this Agreement will be calculated by reference to the total of wages payable under the Relevant Pay Schedule unless this clause specifically provides otherwise.
 - 7.8.6(v) Each team member participating in benefits available under this clause shall receive written confirmation of relevant information including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.
 - 7.8.6(vi) Written confirmation as specified in subclause 7.8.6(v) above shall be provided upon any adjustment to pre-arrangement wage rates under this Agreement or reclassification.
 - 7.8.6(vii) For all other purposes, after taking into account the deductions made in accordance with subclauses 7.8.3-7.8.4 above a team member shall not receive less than the rate specified in the Relevant Pay Schedule of this Agreement for the relevant classification for the team member.
 - 7.8.6(viii) Kmart may amend the provisions of benefits under the program covered by this sub-clause 7.8.6 in the event of changes in State or Federal legislation. In the event that amendment to these remuneration arrangements is to be implemented, Kmart will provide team members with notice of not less than 2 months unless the amendments arise from circumstances outside Kmart's control, in which case, a shorter notice period may apply.
 - 7.8.6(ix) A team member may choose to vary the amount of their contribution at 3 monthly intervals.
- 7.8.7 If, during the life of this Agreement, Kmart becomes obligated by law to provide choice of fund for the team members to whom this Agreement applies, Kmart shall make contributions on behalf of any team member who nominates an alternate fund to the fund so nominated in accordance with this clause. REST shall remain the default fund for the purposes of this clause. Where a team member

nominates an alternative fund, references to REST in this clause, shall in that event be read as the alternate fund so nominated.

7.8.8 Subject to the governing rules of REST, Kmart must also make the superannuation contributions provided for in 7.8.3 and pay the amount authorised by the team member under 7.8.6:

7.8.8(i) whilst a team member is on any form of paid leave;

7.8.8(ii) for the period of absence from work (to a maximum of 52 weeks) of a team member due to work-related injury or a work-related illness, provided that the team member is receiving workers compensation or is receiving regular payments directly from Kmart in accordance with statutory requirements and the team member remains employed by Kmart.

7.9 Up-front Payment for Team Members

7.9.1 Upon a successful vote for this Agreement team members employed by Kmart as at the last day of the vote will be paid an up-front single lump-sum payment as follows:

7.9.1(i) Full-time team members, a payment of \$450.00;

7.9.1(ii) Part-time team members, a pro-rata payment of the full-time \$450.00 based on the team member's weekly contract hours as at the last day of the vote;

7.9.1(iii) Casual team members (except Christmas casuals), a pro rata payment of the \$450.00 based on the average number of hours worked by the team member during the 12 months prior to the last day of the vote, or if the period of employment is less than 12 months for the period of the team member's employment;

7.9.1(iv) For casual team members hired exclusively for the Christmas period 2018, a pro rata payment based on an amount of \$236.80 (for a 38-hour weekly average) based on the average number of hours worked by the casual team member for their period of employment to the last day of the vote.

7.9.2 The amounts specified in this sub-clause are all subject to the deduction of the taxation as required by law.

7.9.3 Payment of the lump sums set out in this sub-clause will be paid by 19 December 2018, if the vote is successful.

7.9.4 In the event that a part-time team member is working on a limited tenure contract on the last day of the vote the team member's contract hours immediately before the period of limited tenure will be used for the purpose of this clause. In the event that a casual team member is working on a limited tenure contract on the last day of the vote the team member will be paid in accordance with their casual status for the purpose of this clause.

7.9.5 Juniors are paid the bonus, based on the junior rate percentage in clause 7.2.

8. Payment of Wages and Pay Advices

8.1 Kmart shall pay wages weekly in arrears, by either cash or by payment into a bank account, building society account or credit union account nominated by the team member. Such payment shall be made not later than Wednesday of the following pay cycle and not later than 3 days after the end of the pay cycle; provided that where a public holiday falls on a Monday or a Tuesday prior to pay day, wages shall be paid no later than Thursday in that week.

8.2 Kmart will provide team members with 4 weeks' notice when a pay will be delayed because a public holiday will fall on a Monday or Tuesday, by posting a notification of the delay.

- 8.3 For the purposes of this Agreement, the pay week shall run from Monday to Sunday inclusive. Provided that payment for work performed which commences prior to midnight on Sunday night and continues into Monday, shall be paid as part of the week in which the shift commences.
- 8.4 In the case of permanent team members the wage paid will be calculated as an average of the wage for the 4-week roster cycle. For the purposes of averaging of pays, for full-time team members the average payment shall reflect 38 hours and for part-time team members the average payment shall reflect the contract hours of the team member.
- 8.5 Pay advices given to team members shall include details of a team member's current annual leave and long service leave entitlements. Where entitlements are not shown, the team member shall be provided with the entitlement details upon request.
- 8.6 Time off in lieu records will be retained at the store and the team member may review their entitlement details by request.
- 8.7 Superannuation information is provided on a monthly basis on the pay advice, or on any other basis if required by law.
- 8.8 Kmart may provide pay advices to team members in an electronic form and where Kmart does so Kmart must issue pay slips to workers securely and confidentially and team members must be able to access a printed copy of their pay slip at the store.
- 8.9 Kmart may move from weekly to fortnightly pays and if Kmart does so payment shall be made at that same time required by clause 8.1, other than the requirement for payment to be made weekly.
- 8.10 If, because of a move to fortnightly pays, a team member will receive a smaller pay than they otherwise would or receives their pay later than they otherwise would Kmart shall pay the team member in advance to the extent of any shortfall. Any advance payments will be phased out over a period of no more than 5 months and a team member may at any time opt to move to fortnightly pays.

9. Allowances, Reimbursements and Related Matters

9.1 First Aid Allowance

- 9.1.1 Kmart will provide and continuously maintain adequate first aid kits for use of team members in all locations.
- 9.1.2 Team members engaged under the terms of this Agreement and directed by Kmart to perform first aid activities, shall, upon their request, be reimbursed the cost of receiving Hepatitis A and/or B immunisation.
- 9.1.3 Where Kmart appoints a qualified team member to perform first aid duties, they shall be entitled to the following allowance:

	Commencement of this Agreement
Daily Allowance for part-time and casual team members per day	\$2.18
Weekly Allowance for full-time team members	\$10.89

- 9.1.4 The First Aid Allowance will be increased in accordance with any increase in the allowance in the GRIA.
- 9.1.5 Where Kmart no longer requires an appointed qualified team member to perform first aid duties, Kmart shall notify the team member in writing that the team member is no longer required to perform

first aid duties. In these circumstances the first aid allowance will cease being paid to the team member from the date of notification.

9.2 Transport Allowance

- 9.2.1 Where Kmart requires a team member to use their private motor vehicle in the performance of their duties, the team member will be paid \$0.78 per kilometre.
- 9.2.2 The Transport Allowance will be increased in accordance with any increase in the allowance in the GRIA.

9.3 Travelling Time Reimbursement

- 9.3.1 A team member who on any day is required to work at a place away from their usual place of employment, for all time reasonably 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 and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.
- 9.3.2 Where Kmart 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.
- 9.3.3 The rate of pay for travelling time will be:
 - 9.3.3(i) For permanent team members the base rate of pay applies to travelling time, except on Sundays and public holidays when the overtime rate (for the first three hours of overtime) in the Relevant Pay Schedule shall apply.
 - 9.3.3(ii) For casual team members the casual rate of pay shall apply to travelling time, except on Sundays and public holidays when the overtime rate (for the first three hours of overtime) in the Relevant Pay Schedule shall apply.
- 9.3.4 This clause does not apply to team members working in multiple locations on an ongoing basis in accordance with clause 18 of this Agreement.

9.4 Excess Travelling Costs

- 9.4.1 Where Kmart requires a team member to move temporarily from one store to another for a period not exceeding three weeks, all additional transport costs so incurred will be reimbursed by Kmart.

9.5 Transfer of Team Member Reimbursement

- 9.5.1 Where Kmart transfers a team member from one township to another, Kmart 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.

9.6 Transport of Team Member Reimbursement

- 9.6.1 Where a team member commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the team member's regular means of transport is not available and the team member is unable to arrange their own alternative transport, Kmart will reimburse the team member for the cost of a taxi fare from the place of employment to the team member's usual place of residence. This will not apply if Kmart provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member.
- 9.6.2 A team member may elect to provide their own transport.
- 9.6.3 This clause will not apply to team members working night shift work.

9.7 Meal Allowance-Overtime

- 9.7.1 A team member required to work more than one hour of overtime after the team member's ordinary time of ending work, will be either provided with a meal or paid a meal allowance of \$18.29. Where such overtime work exceeds four hours a further meal allowance of \$16.57 will be paid.
- 9.7.2 No meal allowance will be payable where a team member could reasonably return home for a meal within the period allowed or where 24 hours' notice was provided to the team member of the requirement to work overtime.
- 9.7.3 The meal allowance will increase in accordance with any increase in the allowance in the GRIA.

9.8 Recall Allowance

- 9.8.1 Unless otherwise agreed, a team member recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid for at the relevant overtime rate in the Relevant Pay Schedule for all hours worked with a minimum of three hours on each occasion.
- 9.8.2 The time worked will be calculated from the time the team member leaves home until the time they return home.

9.9 Dress, Presentation Standards Uniform Allowance

- 9.9.1 When at work team members shall be dressed in a neat, tidy and business-like manner at all times.
- 9.9.2 Team members shall at all times dress in accordance with Kmart's Teamwear Policy, as amended from time to time.
- 9.9.3 Kmart will continue to consult with the Union on any changes it may propose to Kmart's Teamwear Policy.
- 9.9.4 Where Kmart requires a team member to wear any protective or special clothing such as a uniform then Kmart will reimburse the team member for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This does not apply where the special clothing is supplied and/or paid for by Kmart.
- 9.9.5 Where a team member is required to launder any uniform the team member will be paid \$6.25 per week (full-time team members) and \$1.25 per shift (part-time and casual team members).
- 9.9.6 Permanent team members employed immediately before the commencement of this Agreement who exclusively work their ordinary hours between the hours of 6am-6pm Monday to Friday are not entitled to the allowance in sub-clause 9.9.5.
- 9.9.7 The exclusion set out in sub-clause 9.9.6 will be reviewed annually by Kmart from the first pay period on or after 1 July each year during the life of this Agreement. The review will determine if, considering movements in the applicable base rate of pay, that those rates continue to absorb the uniform allowance. Where the applicable rates are determined to no longer absorb the uniform allowance a team member will be either entitled to the full amount of the allowance or a part of the uniform allowance depending on whether the rates partly absorb or no longer absorb the uniform allowance.
- 9.9.8 Any applicable saved rates under this Agreement will be taken into consideration in the annual review.
- 9.9.9 Kmart will agree the outcome of this yearly assessment with the Union and the outcome of the review will be posted on team member notice boards.

- 9.9.10 Any team member that becomes eligible for either the full allowance or a part of the uniform allowance is entitled to payment from the first pay period on or after 1 July of the relevant year that they gain eligibility to payment.
- 9.9.11 The allowance amounts set out in sub-clause 9.9.5 will increase in accordance with any increase in this allowance in the GRIA.
- 9.9.12 Preferred style or colour of pants, skirts, jeans, shorts, cardigans, jumpers or vests under Kmart's Teamwear Policy do not constitute special clothing for the purpose of this clause. This exclusion does not apply to any clothing with a Kmart Company Logo displayed.
- 9.10 Forklift Driver's Allowance**
- 9.10.1 Where Kmart requires a team member to obtain a forklift Licence or renew a Forklift Licence, the cost of any training and the cost of the Licence will be paid for by Kmart.
- 9.10.2 Where a team member is required to operate a forklift for more than two hours the team member will be paid the Level 2 rate of pay for the entire shift.
- 9.10.3 Where a team member is required to operate a forklift for 2 hours or less the team member will be paid the Level 2 rate of pay for the time so worked only.
- 9.11 Location Allowances Northern Territory**
- 9.11.1 A district allowance of \$16.60 per week will apply to team members working in Darwin and a district allowance of \$9.30 per week will apply to team members working in Alice Springs, in addition to the rates prescribed in the Relevant Pay Schedule of this Agreement.
- 9.12 Location Allowances Western Australia**
- 9.12.1 The provisions of General Order 911 of the Western Australian Industrial Relations Commission with respect to location allowances shall apply to the team members engaged under the terms of this Agreement in Karratha, Kalgoorlie, Port Hedland and any other location specified in that General Order as amended from time to time.
- 9.13 Protective Clothing**
- 9.13.1 Protective clothing and/or accessories shall be provided to team members who are required to perform duties which may lead to excessive soiling or damage to clothing or instances where the provision of such clothing and/or accessories is necessary for Kmart to meet its obligations to provide a safe work environment for team members. Such protective clothing shall remain the property of Kmart.
- 9.13.2 Items of protective clothing detailed in this clause shall be laundered by Kmart at Kmart's expense.
- 9.14 A team member working in the County of Yancowinna in New South Wales (Broken Hill) will in addition to other payments owed under this Agreement, be paid an allowance of \$0.9432 per hour for the exigencies of working in Broken Hill, in the event that, Kmart opens a store and engages team members in Broken Hill.

10. Day Work and Night Shift Work

- 10.1 Team members are employed as either day workers or night shift workers.
- 10.2 The span of ordinary hours for the beginning and ending of day work for is:

Day	Time of Beginning	Time of Ending
Monday to Friday	6am	Midnight
Saturday	6am	Midnight

Sunday	6am	Midnight
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- 10.3 A permanent day work team member's ordinary hours must be rostered within the span of ordinary hours in clause 10.2. Where work is performed by day work team members outside of the span of ordinary hours the overtime rates in the Relevant Pay Schedule applies.
- 10.4 Night shift work is work that commences at or after 11pm on one day and before 5am on the following day. Night shift rates of pay apply for the whole shift worked by a night shift team member.
- 10.5 Night shift does not apply to day work team members who work within the ordinary span of hours for day work or who work overtime outside of the span of ordinary hours for day work.
- 10.6 A team member may change from day work to night shift work; however, day work and night shift work cannot be worked interchangeably in the same pay period.
- 10.7 All time worked during night shift work will be paid in accordance with the night shift rates set out in Table 3 of Schedule 1, 3, 5 or 7 for permanent night shift team members or Table 3 of Schedules 2, 4, 6 or 8 for casual night shift team members.
- 10.8 Team members, who immediately before the commencement of this Agreement, were working a roster that was partly within the span of ordinary hours in clause 10.2 and partly within the definition of night shift work under this clause will transition to a roster that is within the span of ordinary hours for day work or that meets the definition of night shift work in this clause upon the commencement of this Agreement.

11. Full-time Team Member Rates of Pay, Hours of Work and Overtime

- 11.1 A full-time team member is a team member engaged as such (subject to clause 17-Termination of Employment) to work 152 hours over a 4-week cycle with an average of 38 hours per week.
- 11.2 The minimum daily engagement for a full-time team member shall be 4 consecutive hours.
- 11.3 A full-time team member who is ready, willing and available to work the number of hours prescribed herein as a week's work shall be paid the rates of pay set out in the Relevant Pay Schedule (1, 3, 5 or 7) for their relevant classification and per the team member's status as a day work team member or a night shift work team member.
- 11.4 No full-time team member shall be rostered to work their ordinary hours on more than 19 days in a 4-week cycle, unless specific agreement exists to the contrary between Kmart and the team member.
- 11.5 Where a team member is working 19-days in a 4-week cycle, the rostered day off may be set by Kmart on a fixed-day or a rotating-day in the four-week cycle.
- 11.6 The rostered day off may be substituted to another day by mutual agreement between the team member and Kmart.
- 11.7 No full-time team member shall be engaged on more than one shift per day and rostered hours on any day must be continuous, except for meal and tea breaks.
- 11.8 Full-time team members rostered ordinary hours shall be worked on not more than 5 days in each week, provided that ordinary hours may be worked on 6 days in one week if in the following week rostered hours are worked on not more than 4 days.
- 11.9 Full-time Team Members shall be given at least two consecutive days off in each week, or three consecutive days off in a fortnight with another day off that stands alone, unless the team member has

requested otherwise in writing and Kmart has agreed to the request. Such an agreement must be recorded in the time and wages records. Such an agreement may be terminated by the team member by giving four weeks' notice to Kmart. The requirement for at least two consecutive days off in each week does not preclude a Tuesday to Saturday roster being worked, provided a team member is rostered off on a Sunday and Monday.

- 11.10 Ordinary hours and any reasonable additional hours may not be worked by full-time team members over more than 6 consecutive days.
- 11.11 A full-time team member regularly working Sundays will be rostered so as to have three consecutive days off in each four weeks, and the days off will include Saturday and Sunday. This requirement does not apply where a team member makes a written request to work four Sundays in each four weeks and Kmart agrees to that request. Such an agreement may be terminated by the team member by giving four weeks' notice to Kmart.
- 11.12 The maximum hours a full-time team member may be rostered to work in any week is 47 hours if the team member is working 5 days each week or 56 hours if the team member is working 6 days in one week followed by 4 days in the following week.
- 11.13 A full-time team member may be rostered to work up to a maximum of 9 hours on any day, provided that a team member may be rostered up to a maximum of 11 hours on not more than one day in a week. These daily maximums are exclusive of meal breaks.
- 11.14 A 12-hour break will be observed between the completion of work (including any reasonable additional hours) on one day and the commencement of work (including overtime) on the next day, unless Kmart and a team member have agreed to reduce the break to no less than a 10-hour break
- 11.15 On a voluntary basis, a full-time team member on a 19-day start may transfer their non-working day from the four-week roster cycle during the Christmas Key Operational Period, provided that the non-working day is then taken at a time the team member nominates either in the 4-week roster cycle prior to or post the 4-week Christmas operational period. Where Kmart wishes the team member to transfer their non-working day, it will discuss this with the team member and the team member shall respond no later than 30 November in that year. This election shall then apply for the Christmas trading period. Only one non-working day can be transferred under this clause. The Christmas Key Operational Period shall mean the three weeks prior to Christmas and the one-week after Christmas.
- 11.16 **Full-time Team Member Overtime**
- 11.16.1 A full-time team member is paid overtime when the team member works:
- 11.16.1(i) outside the span of ordinary hours (excludes night shift team members);
 - 11.16.1(ii) before or after a rostered shift; unless there has been an agreed roster change and work is in accordance with that roster change;
 - 11.16.1(iii) 20 starts or more in a 4-week cycle (if the team members is working a 19 day start) or works more than 20 starts in a 4-week cycle (if the team members is working 20-day starts in a 4-week cycle) except for the circumstances in sub-clause 11.15.
 - 11.16.1(iv) in excess of 56 hours in any one week (if working 6 days followed by 4 days the next week) or 47 hours if working 5 days each week and in both cases works in excess of 152 hours in a four week cycle;
 - 11.16.1(v) their ordinary hours in excess of 5 days in a week unless they have worked 6 days in one week and four days and in the following week;

- 11.16.1(vi) a non-rostered shift, unless there has been an agreed roster change and work is in accordance with that roster change;
- 11.16.1(vii) in excess of 9 hours on any shift (excluding meal breaks) except on one day where the team member may work up to 11 hours, without the payment of overtime;
- 11.16.1(viii) on a shift where the hours are not continuous (excluding meal and tea breaks) and then so for the hours worked following a break in continuity;
- 11.16.1(ix) on a fourth Sunday where a team member regularly working Sunday has not had three consecutive days off including a Saturday and a Sunday in four weeks and the team member has not agreed to do so in writing;
- 11.16.1(x) on a day so that the team member has not been afforded two days off in a week (except if a team member works a Tuesday to Saturday roster and the team member is rostered off on a Monday and Sunday) or three days off in fortnight (together with another single day off) the team member has not agreed to do so in writing;
- 11.16.1(xi) a rostered shift where the team member has not had a 12-hour break between shifts in accordance with clause 11.14 or at least a 10-hour break in the event that Kmart and a team member have agreed to reduce the break.

12. Part-time Team Member Rates of Pay, Hours of Work and Overtime

- 12.1 A part-time team member shall be paid the rates of pay set out in the relevant Pay Schedule (1, 3, 5 or 7) for their relevant classification and according to the team member's status as a day work team member or a night shift work team member.
- 12.2 A part-time team member is a team member engaged as such (subject to clause 17-Termination of Employment) to work an agreed number of ordinary hours (contract hours).
- 12.3 Subject to clause 12.5, a part-time team member works less than 38 hours per week and has reasonably predictable hours of work.
- 12.4 Subject to clause 12.5, a part-time team member's contract hours may be averaged over the 4-week cycle, provided that the team member works less than 38 hours in each week.
- 12.5 The minimum ordinary hours shall be 6 per week or 24 hours averaged over the 4-week cycle. Part-time team members, employed immediately prior to the commencement of this Agreement, who were engaged to work for an agreed number of base hours of no less than 36 hours over a 4-week cycle to a maximum of 144 hours in a 4-week cycle shall not have their contract hours reduced under the terms of this Agreement, except where Kmart and the team member agree otherwise. Such team members may continue to work their ordinary hours up to a maximum of 38 hours in any one week if they were rostered to do so, immediately before the commencement of this Agreement.
- 12.6 The minimum daily engagement shall be 3 consecutive hours.
- 12.7 No part-time team member shall be rostered to work their contract hours on more than 20 days in any 4-week cycle.
- 12.8 No part-time team member shall be engaged on more than one shift per day and rostered hours on any day must be continuous, except for meal and rest breaks.

- 12.9 Part-time team members contract hours shall be worked on not more than 5 days in each week, provided that rostered hours may be worked on 6 days in one week if in the following week rostered hours are worked on not more than 4 days.
- 12.10 A part-time team member may be rostered to work up to a maximum of 9 hours on any day provided that a team member may be rostered up to a maximum of 11 hours on not more than one day in a week.
- 12.11 The above daily maximums shall be exclusive of meal breaks.
- 12.12 Part-time Team Members shall be given at least two consecutive days off in each week, or three consecutive days off in a fortnight with another day off that stands alone, unless the team member has requested otherwise in writing and Kmart has agreed to the request. Such an agreement may be terminated by the team member by giving four weeks' notice to Kmart. The requirement for at least two consecutive days off in each week does not preclude a Tuesday to Saturday roster being worked, provided a team member is rostered off on a Sunday and Monday.
- 12.13 Ordinary hours and any reasonable additional hours may not be worked by part-time team members over more than 6 consecutive days.
- 12.14 A part-time team member regularly working Sundays will be rostered so as to have three consecutive days off in each four weeks, and the days off will include Saturday and Sunday. This requirement does not apply where a team member makes a written request to work four Sundays in each four weeks and Kmart agrees to that request. Such an agreement may be terminated by the team member by giving four weeks' notice to Kmart.
- 12.15 When a part-time team member is first employed, Kmart and the team member will agree in writing on a regular pattern of work that specifies the hours that will be worked each day, the days of the week that will be worked and the start and finishing time each day. This written agreement will also state that the minimum engagement is three hours and the time of taking meal breaks. Kmart shall retain a copy of the agreement.
- 12.16 By agreement, and not otherwise, Kmart and a part-time team member may agree to either increase or decrease a part-time team member's contract hours on a permanent basis. Such an agreement must be made in writing before the variation occurs. Kmart shall retain a copy of the variation agreement.
- 12.17 Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. A variation under this sub-clause may be of a temporary nature (including as hoc or one-off variations). A part-time team member may elect to provide written standing consent to vary their regular pattern of work in order to work additional hours (without the payment of overtime) at the applicable rates of pay contained in the Relevant Pay Schedule, provided such standing consent may be withdrawn by the team member at any time. A team member who has provided standing consent is not obligated to accept the offer to work additional hours on any occasion, and may refuse if offered additional hours.
- 12.18 The requirement to make an agreement in writing in sub-clause 12.15 and a variation agreement in writing under sub-clause 12.16 and 12.17 is satisfied if the agreement is recorded by electronic means.
- 12.19 The rostered hours of work, but not the contract hours of a part-time team member, may be altered in accordance with clause 16.1 of this Agreement.
- 12.20 Part-time team members are entitled to payments in respect of annual leave, personal leave, compassionate leave and public holidays arising under the NES or this Agreement on a proportionate basis, according to their contract hours of work.

- 12.21 A team member who does not meet the definition of a part-time team member and who is not a full-time team member will be paid as a casual team member in accordance with the Relevant Pay Schedule.
- 12.22 Full-time and casual team members will not be transferred to part-time employment without the written consent of the team member. If consent is provided by a team member all leave entitlements accrued will be deemed to be continuous.
- 12.23 If a full-time team member requests to work on a part-time basis and Kmart has agreed to that request the team member may revert to full-time employment at a future date with the agreement of Kmart. Such an agreement shall be in writing.
- 12.24 A 12-hour break will be observed between the completion of work (including any reasonable additional hours) on one day and the commencement of work (including overtime) on the next day, unless Kmart and a team member have agreed to reduce the break to no less than a 10-hour break.
- 12.25 Where a part-time team member has over a period of at least 12 months consistently worked a number of additional temporary hours under subclause 12.17 the team member may request in writing that Kmart agree to increase their permanent minimum contract hours. If Kmart agrees to the request, the new agreement will be recorded in writing. Kmart may refuse the request upon reasonable business grounds in writing.
- 12.26 **Part-time Team Members-Overtime**
- 12.26.1 Overtime is payable to a part-time team member when the team member works:
- 12.26.1(i) outside the span of ordinary hours (excludes night shift team members);
 - 12.26.1(ii) before or after a rostered shift, where this does not constitute an agreed roster change or does not constitute a variation to contract hours under sub-clause 12.16 or 12.17;
 - 12.26.1(iii) in excess of their agreed contract hours (except any agreed change to a part-time team member's contract hours as contemplated by clause 12.16 and 12.17 of this Agreement);
 - 12.26.1(iv) 38 hours or more in any week (excludes team members under clause 12.5) or where 12.5 applies and a team member works more than 38 hours in any week.
 - 12.26.1(v) More than 20 starts in a 4-week cycle.
 - 12.26.1(vi) their ordinary hours in excess of 5 days in a week unless they have worked 6 days in one week and four days and in the following week;
 - 12.26.1(vii) a non-rostered shift unless there has been an agreed roster change and work is in accordance with that roster change or this change does not constitute a variation to contract hours under sub-clause 12.16 or 12.17;
 - 12.26.1(viii) in excess of 9 hours on one day a week except on one day where the team member may work up to 11 hours;
 - 12.26.1(ix) on a shift where the hours are not continuous (excluding meal and tea breaks) and then so for the hours worked following a break in continuity;

- 12.26.1(x) on a fourth Sunday where a team member regularly working Sunday has not had three consecutive days off including a Saturday and a Sunday in four weeks and the team member has not agreed to do so in writing;
- 12.26.1(xi) on a day so that the team member has not been afforded two days off in a week (except if a team member works a Tuesday to Saturday roster and the team member is rostered off on a Monday and Sunday) or three days off in fortnight (together with another single day off) the team member has not agreed to do so in writing;
- 12.26.1(xii) a rostered shift where the team member has not had a 12-hour break between shifts in accordance with clause 12.24 or at least a 10-hour break in the event that Kmart and a team member have agreed to reduce the break.

13. Casual Team Member Rates of Pay, Hours of Work and Overtime

- 13.1 A casual team member shall be paid the rates of pay set out in the Relevant Pay Schedule (2, 4, 6 or 8) for their relevant classification and according to the team member's status as a casual day work team member or a casual night shift work team member.
- 13.2 The rates of pay for all hours worked by casual team members under this Agreement are inclusive of a casual loading of 25% of the ordinary hourly rate of pay to which casual team members would be entitled if the GRIA applied to their employment.
- 13.3 A casual team member is engaged as such to work by the hour, when available to a maximum of 38 hours in a week.
- 13.4 The minimum daily engagement shall be 3 consecutive hours. No casual team member shall be engaged for more than 1 shift per day and shifts will be continuous but for meal and tea breaks.
- 13.5 Casual team members are not entitled to entitlements under clause 17-Termination of Employment, clause 20-Public Holidays (except under sub-clause 20.9.1), clause 21-Annual Leave, clause 23-Personal Leave (except unpaid carer's leave under sub-clause 23.4), clause 25-Personal Emergencies, clause 26-Pre-natal Leave, clause 29-Emergency Services Leave, clause 30-Leave of Absence, clause 31-Defence Force Leave, clause 32-Natural Disaster Leave, clause 33-Parental Leave (except where specified within that clause), clause 35-Blood Donor's Leave or clause 37-Redundancy.
- 13.6 A casual team member may be rostered to work up to a maximum of 9 hours on any day provided that a team member may be rostered up to a maximum of 11 hours on not more than one day in a week.
- 13.7 The above daily maximums shall be exclusive of meal breaks.
- 13.8 A casual team member who has been rostered to work a specified number of hours on a day and whose hours are reduced, other than by the initiation of the team member, shall be paid for the full number of hours specified.
- 13.9 Sub-clause 13.8 does not apply in circumstances where the casual team member has been provided with two-hours' notice prior to their commencement that there is a reduction in the hours required to be worked or the casual team member has otherwise, at any time, agreed to a reduction in hours or the casual team member does not attend work on a particular day or otherwise ceases working before the rostered end time for reasons other than Kmart seeking to reduce the casual team member's rostered hours.
- 13.10 For the circumstances listed in sub-clause 13.9, the casual team member will only be paid for the actual hours worked.

- 13.11 A casual team member that has been offered a casual shift and has accepted that shift must provide Kmart 2-hours' notice of their inability to work the shift if they become unable to work that shift. In exceptional circumstances, where 2-hours' notice cannot be provided, the team member must notify Kmart as early as possible (and in any event before the scheduled commencement time of the shift) to enable Kmart to find a replacement team member to work the shift.
- 13.12 An accepted shift is one which has been offered by Kmart and has not been declined by the team member.
- 13.13 Notifications to or by a team member under this clause may be made by any means, including by electronic means. The means Kmart uses to notify a team member under this clause must be accessible by the team member.
- 13.14 A 12-hour break will be observed between the completion of work (including any reasonable additional hours) on one day and the commencement of work (including overtime) on the next day, unless Kmart and a team member have agreed to reduce the break to no less than a 10-hour break.
- 13.15 **Casual Team Members-Overtime**
- 13.15.1 Overtime is payable to a casual team member when the team member works:
- 13.15.1(i) outside the span of ordinary hours (excludes night shift team members);
 - 13.15.1(ii) in excess of 9 hours on one day of the week except on one day where the team member may work up to 11 hours;
 - 13.15.1(iii) hours in excess of 38 hours in a week;
 - 13.15.1(iv) a rostered shift where the team member has not had a 12-hour break between shifts in accordance with clause 13.14 or at least a 10-hour break in the event that Kmart and a team member have agreed to reduce the break.
- 13.16 **Regular Casuals Right to Request Conversion**
- 13.16.1 A regular casual who has worked an average of 38 hours or more a week in the period of 12 months of casual employment may request to have their employment converted to full-time employment.
- 13.16.2 A regular casual who has who has worked at the rate of an average of less than 38 hours a week in the period of 12 months of casual employment may request to have their employment converted to part-time employment, consistent with the pattern of hours previously worked.
- 13.16.3 For the purpose of this clause a regular casual is a casual who has over a calendar period of at least 12 months worked a pattern of 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 this Agreement.
- 13.16.4 A request to convert under this sub-clause must be in writing and provided to Kmart. Kmart may agree or refuse such a request but may only refuse if Kmart has reasonable business grounds and only after consultation with the team member.
- 13.16.5 Reasonable grounds for refusal include that:

- 13.16.5(i) 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 as defined in sub-clause 13.16.3;
 - 13.16.5(ii) it is known or reasonably foreseeable that the regular casual team member's position will cease to exist within the next 12 months;
 - 13.16.5(iii) it is known or reasonably foreseeable that the hours of work which the regular casual team member is required to perform will be significantly reduced in the next 12 months; or
 - 13.16.5(iv) it is known or reasonably foreseeable that 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 which cannot be accommodated within the days and/or hours during which the team member is available to work.
- 13.16.6 Where Kmart refuses a regular casual team member's request to convert, Kmart must provide the casual team member with Kmart's reasons for refusal in writing within 21 days of the request being made. If the team member does not accept Kmart's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 38. Under that procedure, the team member or Kmart may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- 13.16.7 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, Kmart and the team member must discuss and record in writing:
- 13.16.7(i) the form of employment to which the team member will convert – that is, full-time or part-time employment; and
 - 13.16.7(ii) if it is agreed that the team member will become a part-time team member, the matters referred to in 12.15.
- 13.16.8 In the event that it has been agreed that a regular casual team member will convert, the conversion will take effect from the commencement of the next pay period following agreement being reached, unless agreed otherwise.
- 13.16.9 If 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 Kmart.
- 13.16.10 A casual team member must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have his or her hours reduced or varied, in order to avoid any right or obligation under this clause.
- 13.16.11 Nothing in this clause obliges a regular casual team member to convert to full-time or part-time employment, nor permits Kmart to require a regular casual team member to so convert.
- 13.16.12 Nothing in this clause requires Kmart to increase the hours of a regular casual team member seeking conversion to full-time or part-time employment.
- 13.16.13 Kmart must provide a casual team member, whether a regular casual team member or not, with a copy of the provisions of this subclause within the first 12 months of the team member's first engagement to perform work. In respect to existing casual team members,

Kmart must provide a copy of this sub-clause within 7 days of the commencement of this Agreement.

- 13.16.14 A casual team member's right to convert is not affected if Kmart fails to comply with the notice requirements in sub-clause 13.16.13.

14. Limited Tenure Team Members

- 14.1 Kmart shall have the right to engage team members on a limited tenure basis as either full-time or part-time team members, provided that any existing team member agrees to be engaged on a limited tenure basis.
- 14.2 Unless being worked in accordance with sub-clause 14.3 a limited tenure agreement shall not be less than four weeks and not be more than 12 months' duration; unless the limited tenure is to replace a team member who has taken parental leave in accordance with clause 33.
- 14.3 Despite sub-clause 14.2, a limited tenure agreement may be a minimum of one week in duration if the limited tenure is for the purpose of replacing a team member who has taken annual leave, long service leave, unpaid leave or concurrent parental leave. In addition, a limited tenure agreement may be a minimum of 2 weeks in duration if the limited tenure is for the purpose of working during a store refit, a store retrofit, carrying out layout changes or room resets, reorganisation in accordance with planograms, for stocktake, catalogue launches or for Easter or Christmas trade. A limited tenure contract of 2 weeks' duration will be for no less than 15 hours work per week.
- 14.4 Limited tenure agreements will only run consecutively by agreement with the team member and where a team member agrees to work on two or more consecutive limited tenure agreements the total period of all such agreements will not be more than 12 months (unless the limited tenure period is to replace a team member who has taken parental leave in accordance with clause 33).
- 14.5 Prior to commencement of a period of limited tenure, the team member shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their limited tenure employment.
- 14.6 Limited tenure agreements for team members already in the employ of Kmart may be terminated in accordance with the ceasing date specified in the limited tenure agreement or at an earlier time by the provision of 1 weeks' notice by either party. An exception is where a team member was exclusively hired to carry out work under a limited tenure contract, in which event, the employment may be terminated in accordance with the ceasing date of employment specified in the limited tenure contract or at an earlier time by the provision by either party of notice in accordance with the provisions of clause 17 of this Agreement.
- 14.7 Where a limited tenure agreement is offered and accepted by persons already in the employ of Kmart, those team members are not team members engaged under a contract of employment for a specified period of time as referred to in s.386(2) of the *Fair Work Act 2009*.
- 14.8 Where a team member varies their employment status to work on a limited tenure agreement, such a team member shall, at the conclusion of the limited tenure period, revert to a position of employment which is no less advantageous to the team member than that which existed immediately prior to the limited tenure agreement.
- 14.9 A team member who accepts change to limited tenure shall not be disadvantaged in respect to their terms and conditions of employment. A team member working under limited tenure shall receive all the benefits which apply to a permanent team member for the period of the limited tenure and shall be paid a proportionate annual leave entitlement at the time of termination of the limited tenure, if they are a casual team member working under limited tenure. A team member shall not be disadvantaged in respect to their personal leave entitlement by virtue of working consecutive limited tenure contracts.

- 14.10 For casuals who accrue personal leave during a limited tenure contract, personal leave accrued will be available for the team member to use for any future period of limited tenure work or if the team member becomes a permanent team member at a later time.

15. Overtime Rates of Pay and Time off in lieu of Overtime

- 15.1 Kmart may require a team member to work reasonable overtime in accordance with this clause.
- 15.2 A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable having regard to:
- 15.2.1 Any risk to team member health and safety;
 - 15.2.2 The team member's personal circumstances including any family responsibilities;
 - 15.2.3 The needs of the workplace or enterprise;
 - 15.2.4 The notice (if any) given by Kmart of the overtime and by the team member of his or her intention to refuse it; and
 - 15.2.5 Any other relevant matter.
- 15.3 The circumstances where overtime applies for a full-time team member is set out in clause 11, for a part-time team member in clause 12 and for a casual team member in clause 13.
- 15.4 Overtime rates of pay are set out in the Relevant Pay Schedules to this Agreement.
- 15.5 The overtime "first three hours" rates set out in the Pay Schedules apply to the first three hours of overtime worked Monday to Saturday.
- 15.6 The overtime "thereafter" rates set out in the Pay Schedules apply to overtime worked in excess of the first three hours Monday to Saturday and to overtime worked on a Sunday.
- 15.7 The overtime "on a public holiday" rates set out in the Pay Schedules apply to any overtime worked on a public holiday.
- 15.8 Despite the overtime rates set out in this clause, a team member who recommences work without having 12 hours off work is entitled to be paid double the rate they would have been entitled to until such time as the team member is released from duty for a period of 12 consecutive hours off work without loss of pay for the ordinary time hours occurring during the period of such absence. If Kmart and the team member have agreed to reduce the break to no less than ten hours the entitlement to payment under this sub-clause applies if the team member has not had the time off work for the period so agreed.
- 15.9 All overtime each day shall stand alone; that is overtime shall be treated on a daily basis and shall be non-cumulative.
- 15.10 The minimum engagement for a period of overtime as a separate shift shall be 3 hours for all team members.
- 15.11 By agreement with Kmart a team member may elect to take time off in lieu of overtime instead of being paid for a particular amount of overtime that has been worked by the team member. Such an agreement must be in writing.
- 15.12 Any agreed time off in lieu of overtime worked must equate to:

Overtime Rate	Time in lieu hours Permanent Team Members	Time in lieu hours Casual Team Members
"First three hours" rate Monday to Saturday	1.5 hours for every hour worked	1.75 hours for every hour worked
"Thereafter" rates Monday to Saturday and all-day Sunday	2 hours for every hour worked	2.25 hours for every hour worked
Public Holiday Overtime rates	2.5 hours for every hour worked	2.75 hours for every hour worked

- 15.13 Time off in lieu must be taken within the period of 6 months after the overtime is worked and at a time or times within that period of 6 months agreed by the team member and Kmart. If after having agreed to take time off in lieu a team member requests at any time, to be paid for that period of time in lieu Kmart must pay the team member for the overtime at the applicable overtime rate in the next pay period following the request.
- 15.14 If time off in lieu for overtime is not taken within the period of 6 months following the overtime being worked, Kmart must pay the team member for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when the overtime was worked.
- 15.15 A team member may, under section 65 of the *Fair Work Act 2009* request to take time off, at a time or times specified in the request or to be subsequently agreed by Kmart and the team member, instead of being paid for overtime worked by the team member. If Kmart agrees the time off in lieu must be provided in accordance with this clause.
- 15.16 If, on the termination of the team member's employment, time off in lieu has been agreed to but not taken for overtime worked by the team member Kmart must pay the team member for the overtime at the overtime rate applicable to the overtime when the overtime was worked.
- 15.17 Kmart must not exert undue influence or undue pressure on a team member in relation to a decision by the team member to make, or not make, an agreement to take time off instead of payment for overtime.

16. Rosters and Roster Consultation

16.1 Rosters Full-time and Part-time Team Members

- 16.1.1 Rosters shall be set on a regular basis and may be changed by 7 days' written notice or at shorter notice by mutual consent. Should a team member disagree with any roster change they shall be provided with a minimum 14 days' written notice in lieu of the 7 days. As far as practicable, rosters shall be set by mutual agreement.
- 16.1.2 Subject to sub-clause 16.1.1 a team member shall be provided with a regular roster, which will not be subject to frequent variations from one cycle to another.
- 16.1.3 A team member's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise the team member shall be entitled to such penalty, loading or benefit as if the roster had not been changed.
- 16.1.4 When establishing or changing rosters, Kmart shall take into consideration the family responsibilities and the safe transport home of the team member. Family responsibilities in relation to a team member means the responsibilities of the team member to care for or support a dependent child of the team member or any other immediate family member who is in need of care and support. Immediate family is defined in clause 4.10 of this Agreement.
- 16.1.5 Subject to the provisions of sub-clause 16.1 roster changes, including one off roster changes, can occur at any time by mutual agreement.

16.1.6 Where a team member works in store and is rostered to work at the time clocks are wound forward for daylight savings the team member will work an additional 1 hour after their rostered finishing time. Where a team member is rostered to work at the time the clocks are wound back for daylight savings, a team member will finish 1 hour earlier than their rostered finishing time. A team member is only entitled to be paid for hours actually worked.

16.1.7 A team member who is rostered to work on registers for more than 8 hours on any one day shall upon notice to Kmart at least 48 hours prior, be provided with alternative duties so that the total time spent on registers shall not exceed 8 hours in any one day. This sub-clause (16.1.7) applies to all team members including casuals.

16.2 Roster Change Consultation

16.2.1 This sub-clause applies where Kmart has made a definite decision to introduce a change to the regular roster or ordinary hours of work of team members who may be affected by the proposed changes.

16.2.2 A relevant team member for the purposes of this sub-clause is a team member that may be affected by the change proposed.

16.2.3 If Kmart has made a definite decision to introduce a change to the regular roster or ordinary hours of work of team members under clause 16.2.1:

16.2.3(i) Kmart must notify the relevant team members of the proposed change and comply with sub-clauses 16.2.3(ii)-16.2.3(iii) and 16.2.4-16.2.6.

16.2.3(ii) The relevant team members may appoint a representative for the purposes of the procedures in this sub-clause.

16.2.3(iii) If a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation and the team member or team members advise Kmart of the identity of the representative Kmart must recognise the representative.

16.2.4 As soon as practicable after proposing to introduce the change, Kmart must discuss with the relevant team members the introduction of the change and for the purposes of the discussion provide the relevant team members with:

16.2.4(i) All relevant information about the change, including the nature of the change; and

16.2.4(ii) Information about what Kmart reasonably believes will be the effects of the change on the team members; and

16.2.4(iii) Information about any other matters that Kmart reasonably believes are likely to affect the team members; and

16.2.4(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).

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

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

- 16.2.7 The requirement to consult under this sub-clause does not apply where a team member has irregular, sporadic or unpredictable hours of work.

17. Termination of Employment

- 17.1 Excluding casuals, trainees to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason limited to the duration of the training arrangement and in the case of serious misconduct (which will lead to summary dismissal), Kmart may terminate the employment of a team member, provided Kmart gives to the team member the following notice period:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

Team members over 45 years with a minimum of 2 years' continuous service shall be entitled to one extra week's notice.

- 17.2 For the purpose of clause 17.1 continuous service shall be calculated in accordance with clause 4.4 of this Agreement.
- 17.3 Payment in lieu of the notice prescribed in sub-clause 17.1 shall be made if the appropriate notice period is not given.
- 17.4 Where Kmart has given notice to a team member of intended termination, the team member shall be allowed time off without loss of pay for a cumulative period of up to 8 hours for the purpose of seeking other employment. Such time off shall be taken at times that are convenient to the team member after consultation with their manager.
- 17.5 Where notice of termination is given by Kmart to a team member, it shall be given to the team member in writing. The written notice must specify, how much notice is being given and the date of termination. The date of termination specified in the written notice cannot pre-date the notice date. The notice shall also set out if the notice is to be worked, compensation paid in lieu or partly worked and compensation partly paid in lieu.
- 17.6 Payment in lieu of notice or part-payment in lieu of notice (where notice is partly worked) may be made by Kmart and shall include all amounts the team member would have been entitled to under this Agreement for the hours the team member would have worked during the minimum notice period or the part-notice period, including any applicable pay rates, overtime and allowances.
- 17.7 In the case of termination by a team member, other than a casual, the following minimum notice shall be given by the team member:

Period of Continuous Service	Period of Notice
3 months or less	None
Not more than 1 year	1 week
More than 1 year	2 weeks

- 17.8 If a team member fails to give Kmart the required period of notice, Kmart may withhold from the team member any monies due to the team member on termination under this Agreement or the NES, an amount not exceeding the amount the team member would have been paid under this Agreement for the period of notice required by this clause less any period of notice required actually given by the team member.

- 17.9 In the case of termination by a team member and at the team member's request and Kmart's agreement, part or all of the period of notice may be waived by Kmart and the team member paid up to the date of termination.
- 17.10 Kmart shall, upon receipt of a request from a team member, provide to the team member a written statement of service specifying the period of his or her employment and the classification of or the type of work performed by the team member.
- 17.11 Where a team member is absent from work for a continuous period exceeding three working days without the authorisation of Kmart and without reasonable cause, Kmart will provide in writing to the team member notification that failure to contact Kmart within seven working days with a satisfactory explanation for the absence will result in Kmart regarding the team member as having abandoned their employment and the company will consider the team member's employment at an end.

18. Team Members Working at More than One Store (Other than Temporary Transfers)

- 18.1 All team members will be engaged at a base store. Kmart may engage a team member to work at locations other than their base store without the payment of a travel allowance and/or travel time, provided that work on any one shift shall be performed in the one location.
- 18.2 The work locations where the team member is prepared to work will be nominated by the team member at the commencement of employment and may include additional locations by agreement between Kmart and the team member. Team members engaged before the commencement of this Agreement may also agree to work at locations other than their base store provided the team member nominates the stores where they are prepared to work before the team member commences working in more than one location. Nominated stores must be within a 15km radius of the team member's place of residence.
- 18.3 The base store and agreed additional work locations will be recorded in the team member's employment records.
- 18.4 Where a team member's personal circumstances change, for reasons such as a change of address or travel arrangements, the team member may vary their nominated stores.
- 18.5 Where a permanent team member's contracted hours increase as a result of accepting hours at additional locations and a team member varies their nominated locations or the team member no longer wishes to work at additional locations, the team member's total contracted hours may reduce accordingly.
- 18.6 A team member may only nominate additional locations for the purpose of this clause if the additional locations are within a 15km radius of the team member's place of residence.
- 18.7 This clause does not permit work at more than one store on any one day
- 18.8 This clause shall only operate from the time when Kmart has the operational capacity to administer this arrangement.

19. Meal Breaks and Tea Breaks

19.1 Unpaid Meal Break-Day Work team members

- 19.1.1 No team member shall work for more than five hours continuously without an unpaid meal break. The meal break shall be between 45 and 60 minutes. Meal breaks may be reduced to 30 minutes with the agreement of the team member. If a team member works more than ten hours the team member is entitled to a second unpaid meal break of 30 minutes.

19.2 Paid Meal Breaks-Night Shift Team Members

- 19.2.1 Night shift work team members are entitled to the meal break provisions in sub-clause 19.1.1 however the meal break is a paid break.

19.3 Paid Tea Breaks-All Team Members

- 19.3.1 One paid tea break of fifteen (15) minutes shall be provided when a team member works 4 hours or more.
- 19.3.2 An additional paid tea break of fifteen (15) minutes shall be provided when a team member works 7 hours or more.
- 19.3.3 All tea breaks shall be deemed as time worked and are inclusive of walking time.

- 19.4 Team members shall not be required to take a meal break in conjunction with a tea break and no meal or tea break shall be given within one (1) hour of the team member's commencing time or within one (1) hour of the team member's ceasing time.

- 19.5 Kmart and a team member may agree in writing to vary the requirements in this clause, provided any such agreement must be made in accordance with the provisions of clause 41 of this Agreement.

20. Public Holidays

20.1 Public Holidays

- 20.1.1 A team member, other than a casual shall be entitled, without loss of pay, to public holidays provided for by the NES. In this clause without loss of pay means the amount a team member would have earned for working the hours the team member would have worked but for the day being a public holiday.

20.2 Additional Entitlements

- 20.2.1 In Victoria in respect to Melbourne Cup Day where a local day is declared or prescribed in the locality outside the metropolitan area and Melbourne Cup Day is not declared or prescribed in the locality then the local day shall be taken as a Public Holiday in lieu of Melbourne Cup Day.
- 20.2.2 In New South Wales the first Tuesday of November shall be treated as a public holiday by this Agreement, despite not being a public holiday prescribed or declared by a law of state or territory. This day shall be treated as an additional day off (paid at the base rate of pay in the relevant pay schedule) or an additional day's pay at the relevant base rate of pay. However, work on this day shall not attract public holiday rates of pay
- 20.2.3 In Western Australia Easter Saturday shall be treated as a public holiday under this Agreement as if it were a public holiday prescribed by a State.
- 20.2.4 In South Australia Port Pirie Picnic Day shall be treated as a public holiday by this Agreement, despite not being a public holiday prescribed or declared by a law of state or territory. This day shall be treated as an additional day off (paid at the base rate of pay in the Relevant Pay Schedule) or an additional day's pay at the relevant base rate of pay. However, work on this day shall not attract public holiday rates of pay.

20.3 Substitute Public Holidays

- 20.3.1 If a public holiday or 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.

20.4 Christmas Day Loading Where Substitution Occurs

- 20.4.1 In the case of Christmas Day where substitution occurs, in accordance with sub-clause 20.3.1 (and 25 December has not otherwise been declared or prescribed a public holiday), work on the 25th December shall attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the team member shall also be entitled to the benefits of the substituted Public Holiday.

20.5 Where a Store Does Not Open for Trade on a Public Holiday

- 20.5.1 Where a store does not open for trade on a Public Holiday, and a team member would have been rostered to work on such a day, they shall be entitled to the day off without loss of pay (excluding the public holiday rate of pay).

20.6 Where a Store Opens for Trade on a Public Holiday

- 20.6.1 Where a store opens for trade on a Public Holiday, work is voluntary. A team member who is ordinarily rostered to work the day on which a public holiday falls may elect to work a public holiday or part thereof and if Kmart agrees to the team member working, the team member shall be paid the public holiday rate of pay for time so worked. Provided that when a team member who is ordinarily rostered to work the day on which a public holiday falls does not work they shall be entitled to the day off without loss of pay (excluding the public holiday penalty).

20.7 Absences from work

- 20.7.1 Kmart will require a team member who fails to attend for a rostered shift the day before and/or the day after a public holiday to provide documentary evidence in the form of a medical certificate or statutory declaration in accordance with clause 23.3.4.

20.8 Voluntary Work

- 20.8.1 A team member cannot be required but may volunteer to work on any Public Holiday as provided for in this clause.

20.9 Rates of Pay

- 20.9.1 Unless expressly stated otherwise in this clause, full-time, part-time and casual team members working on a Public Holiday shall be paid for public holiday work in accordance with the public holiday rate of pay in the Relevant Pay Schedule with a minimum payment as for 3 hours' work.
- 20.9.2 A team member may elect to take time off in lieu of work on a public holiday that equates to the time worked on the public holiday or by having an equivalent amount of time added to their annual leave, provided the following conditions are met:
- 20.9.2(i) the time to be taken in lieu or added to annual leave shall be agreed in writing before the team member makes the election. If agreement cannot be reached the team member is entitled to the rate of pay referred to in sub-clause 20.9.1;
 - 20.9.2(ii) the team member shall be entitled to a fresh choice of payment, time off in lieu or annual leave on each occasion a public holiday is worked;
 - 20.9.2(iii) time off in lieu must be taken either 28 days prior to working the public holiday or within 28 days after the working of the public holiday, or shall be paid out at the public

holiday rate of pay in the Relevant Pay Schedule. At the request of the team member, this may be extended to 56 days.

20.10 New Year's Eve and Christmas Eve (If Not a Public Holiday)

20.10.1 Work after 6p.m. on Christmas Eve and New Year's Eve will be subject to the following provisions:

- 20.10.1(i) Team members not wishing to work beyond 6pm shall advise Kmart at least 4 weeks prior to Christmas Eve or New Year's Eve.
- 20.10.1(ii) Kmart shall then seek volunteer replacements.
- 20.10.1(iii) If insufficient volunteers are obtained then Kmart shall have the right to direct the working of a team member's normal roster so that a reasonable staffing level is reached.
- 20.10.1(iv) In cases of permanently rostered staff not wanting to work at these times they shall be rostered to work on another day or time in the 4-week cycle as part of their ordinary rates of pay.
- 20.10.4(v) This sub clause does not apply where New Year's Eve and/or Christmas Eve are public holidays.

20.11 Easter Sunday (If Not a Public Holiday)

- 20.11.1 In stores which are permitted to open, work on Easter Sunday shall be voluntary for full-time and part-time team members. Team members not wanting to work on this day shall be rostered to work their hours at some other time during the 2 or 4-week roster cycle and shall be paid the relevant base rate of pay, unless any higher penalty rate amount applies under the Relevant Pay Schedules.
- 20.11.2 Team members shall give Kmart at least 2 weeks' notice if they do not wish to work on Easter Sunday.
- 20.11.3 Permanent team members rostered to work in a store which is not permitted to open on Easter Sunday shall be given the day off with pay at the relevant base rate of pay.
- 20.11.4 This sub clause does not apply where Easter Sunday is a public holiday.

20.12 Night Shift Team Members (Permanent Team Members):

- 20.12.1 A night shift work team member is entitled to the provisions for public holidays set out in this clause. However, such a team member may elect to have a public holiday entitlement dealt with in accordance with this sub-clause.
- 20.12.2 Where the majority of a team member's rostered shift falls on a public holiday, the entire shift shall be regarded as the public holiday.
- 20.12.3 Where a team member is rostered for a shift with an equal number of hours on the public holiday and on the day before the public holiday the entire shift shall be treated as a public holiday.
- 20.12.4 Where a team member is rostered for a shift with an equal number of hours on the public holiday and the day after the public holiday the entire shift shall be treated as a public holiday.
- 20.12.5 Subject to sub-clause 20.12.6, if the minority of a shift falls on a public holiday the team member is entitled to have that part of the shift that falls on the public holiday treated as a public holiday (hours off without loss) and the remainder of the shift treated as a normal shift.

- 20.12.6 If a team member works two consecutive shifts so that the first shift ends the morning of a public holiday and the next shifts commences on the same night; only one shift will be treated as the public holiday not both, i.e. the majority shift on the public holiday will then be the public holiday shift.
- 20.12.7 If both shifts have equal hours on the public holiday and non-public holiday only one of the two shifts shall be a public holiday shift.

21. Annual Leave (Full and Part-time Team Members)

21.1 Period of Leave

21.1.1 For each year of continuous service:

- 21.1.1(i) Full-time team members (other than shift workers that qualify for 5 weeks' annual leave) are entitled to 4 weeks of annual leave (152 hours); and
- 21.1.1(ii) Full-time shift workers are entitled to 5 weeks of annual leave (190 hours); and
- 21.1.1(iii) Part-time team members shall be entitled to annual leave on a pro-rata basis.
- 21.1.1(iv) Shift workers, for the purpose of sub-clause 21.1.1(ii), are shift workers regularly rostered to work shifts over 24-hours a day, seven days a week who are also regularly rostered to work on Sundays and public holidays.

21.1.2 A team member's entitlement to annual leave accrues progressively during each year according to the ordinary hours of work and accumulates from year to year.

21.1.3 Where the number of hours worked varies throughout the course of the year, the entitlements to annual leave shall be calculated upon the average number of rostered hours worked during the year of accrual.

21.2 Time of Taking Leave

21.2.1 The taking of accrued annual leave will be by mutual agreement, and Kmart will not unreasonably refuse a team member's request to take accrued annual leave.

21.3 Excessive Annual Leave

21.3.1 If the team member has more than eight weeks' annual leave accrued (ten weeks if the team member is a shift worker as defined in clause 21.1.1(iv), the team member has excessive annual leave.

21.3.2 If a team member has excessive annual leave, Kmart and the team member may confer and genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave.

21.3.3 If attempts to reduce the excessive annual leave in sub-clause 21.3.2 are unsuccessful, Kmart may direct the team member to take one or more periods of annual leave, provided the team member will have at least six weeks of annual leave remaining once the excessive leave has been taken, as directed.

21.3.4 Any direction to take excessive annual leave cannot require a team member to take less than one-week annual leave.

21.3.5 If a direction is given by Kmart to a team member to take excessive annual leave, the direction cannot require the team member to commence the annual leave earlier than eight weeks from the date of the direction (and not more than twelve months from the date of the direction).

- 21.3.6 A direction given by Kmart to a team member to take excessive annual leave must not be inconsistent with any leave arrangement agreed by Kmart and the team member to take paid annual leave under sub-clause 21.3.2.
- 21.3.7 A team member who has been given a direction by Kmart to take excessive annual leave may nevertheless make a request to take a period of paid annual leave as if the direction had not been given. If such a request results in the team member's remaining annual leave accrual being less than 6 weeks, taking into consideration the direction by Kmart, any agreement between the team member and Kmart and any request to take annual leave by the team member, then such direction will cease to have effect.
- 21.3.8 If a team member has an excessive leave accrual as defined in sub-clause 21.3.1 and if agreement under sub-clause 21.3.2 has not been reached, the team member may give notice to Kmart of their intention to take their excessive annual leave if the team member has had excessive annual leave for more than six months at the time of giving the notice and Kmart has not given any direction to the team member to take the excessive leave that would eliminate the excessive leave accrual.
- 21.3.9 If Kmart is given notice Kmart must grant such annual leave if the notice meets the requirements of sub-clauses 21.3.10 and 21.3.11.
- 21.3.10 Notice by a team member to Kmart that they intend taking their excessive annual leave, must not result in the team member having less than six weeks of annual leave following the taking of the annual leave (when considering any other leave arrangements that may apply) and cannot be given so as to commence less than eight weeks from the date of the notice or more than 12 months after the notice is given.
- 21.3.11 A team member may not give notice to take their excessive annual leave if the leave being sought is in excess of four weeks (five weeks if the team member is a shiftworker as defined in clause 21.1.(iv)) in any twelve month period.

21.4 Annual Leave in Advance

- 21.4.1 If the team member and Kmart agree in writing, annual leave may be taken wholly or partly in advance of the team member becoming entitled to the annual leave.
- 21.4.2 An agreement to take annual leave in advance must set out the date on which the leave is to commence and state the amount of leave to be taken and be signed by the team member or if a team member is under 18 years of age signed by the team member and a guardian or parent of the team member. This agreement must be kept as an employee record.
- 21.4.3 Payment for annual leave in advance is at the relevant amount prescribed by sub-clause 21.5.1.
- 21.4.4 If a team member employment is terminated and that team member had taken leave subject to an agreement to take leave in advance when such annual leave had not yet accrued, then Kmart may deduct from any money due to the team member of an amount equal to the amount that was paid to the team member under sub-clause 21.5.1 in respect of any part of the period of annual leave taken in advance to which an entitlement had not been accrued.

21.5 Payment for a Period of Leave

- 21.5.1 During a period of annual leave a team member will be paid as follow:
- 21.5.1(i) **Day Work Team Members** – the relevant base rate of pay in this Agreement plus 17.5% annual leave loading, provided that where a team member would have received a higher amount under the Relevant Pay Schedule for any ordinary hours normally worked then the higher rate will be paid instead of the annual leave loading of 17.5% for those hours for which a higher rate of pay applies.

21.5.1(ii) **Night Shift Work Team Members** – at the rate of pay specified for Night Shift Work in the Relevant Pay Schedule, and not the 17.5% annual leave loading.

21.5.2 Payment will not be made in lieu of annual leave, except in accordance with sub-clause 21.8 or 21.9.

21.5.3 Annual leave loading does not apply to time added to any annual leave under sub-clause 20.9.2.

21.6 Annual Leave Credit from Other Leave

21.6.1 If the period during which a team member takes paid annual leave includes a period of personal leave (including compassionate leave) or a period of absence on community services leave the team member is taken not to be on paid annual leave for that period of that other leave or absence.

21.7 Annual Leave Exclusive of Public Holidays

21.7.1 Where any public holiday for which the team member is entitled to payment under this Agreement occurs during any period of annual leave taken by a team member under this clause, the period of the leave shall be exclusive of that public holiday and the public holiday is not deducted from the team member's annual leave entitlement.

21.8 Payment of Annual Leave on Termination

21.8.1 Upon termination of employment a team member will be paid an amount for any accrued untaken annual leave in accordance with the payment amounts due under sub-clause 21.5.1(i) or 21.5.1(ii), as if the team member had taken the leave during the course of employment.

21.9 Cashing out of Annual Leave

21.9.1 A team member and Kmart may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the team member.

21.9.2 An agreement under sub-clause 21.9.1 must state the amount of leave to be cashed out and the payment to be made to the team member as well as the date on which the payment is to be made to the team member. This agreement must be kept as an employee record.

21.9.3 An agreement under sub-clause 21.9.1 must be signed by Kmart and the team member and, if the team member is under 18 years of age, by the team member's parent or guardian.

21.9.4 The payment must not be less than the amount that would have been payable had the team member taken the leave at the time the payment is made.

21.9.5 An agreement must not result in the team member's remaining accrued entitlement to paid annual leave being less than 4 weeks.

21.9.6 The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

22. Long Service Leave

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

22.2 In addition, where permitted by law, team members will be entitled to access long service leave on the basis of double time at half pay subject to the team member and Kmart reaching mutual agreement. Provided that, the team member shall not accrue any more leave than they would have, had the team member taken their long service leave at the normal rate of pay applicable. Such requests shall not be unreasonably refused.

- 22.3 During a period of long service leave a full-time team member working 19 starts in a 4-week roster cycle in accordance with sub-clause 11.4 does not accrue an RDO during a period of long service leave. If the team member partly works during a 4-week cycle and is on long service leave for the remainder of the 4-week cycle, the team member will continue to be entitled to any hours already worked toward the RDO. Such hours shall be taken off by the team member at a time of mutual agreement.
- 22.4 Payment for long service leave is in accordance with the applicable state or territory legislation. For permanent team members the relevant base rate of pay in this Agreement applies for long service leave and for casual team members the relevant casual rate of pay applies for long service leave, unless any different payment is required under state or territory law, in which case the state or territory payment required by law will apply.

23. Personal Leave (Full and Part-time Team Members)

23.1 Immediate Family Member

Immediate family member is defined in clause 4.10 of this Agreement.

23.2 Entitlement to Personal Leave

- 23.2.1 A team member, other than a casual, is entitled to personal leave in circumstances where the team member cannot attend work as rostered due to:

- 23.2.1(i) a personal illness, or injury affecting the team member (personal purposes); or
- 23.2.1(ii) the need to provide care or support to a member of team member's immediate family or household who requires care or support because of a personal illness or injury or an unexpected emergency affecting that immediate family or household member (carer's purposes).

- 23.2.2 A team member is entitled, for each year of service, to 10 days of personal leave in accordance with the NES.

- 23.2.3 Personal leave is accrued progressively during a year of service according to a team member's ordinary hours of work and accumulates from year to year.

- 23.2.4 Payment whilst on paid personal leave will be at the relevant base rate of pay for all permanent day work and night shift work team members for the hours normally rostered to work.

23.3 Notification and Documentation Requirements

- 23.3.1 Kmart and the Union are committed to ensuring that personal leave is only utilised in cases of genuine need. The misuse of personal leave will lead to counselling for the team member.
- 23.3.2 To be entitled to personal leave a team member must give notice to the Store Manager, or manager on duty, of the taking of personal leave. The notice must be given as soon as practicable (which may be a time after the leave has started) and a team member must advise Kmart of the period, or expected period, of the leave.
- 23.3.3 A team member may take up to two days' personal leave in any one year without a medical certificate or statutory declaration. For any additional personal leave Kmart may require a team member to provide a medical certificate or statutory declaration that would satisfy a reasonable person that the leave is taken for the reasons set out in clause 23.2.1(i). Reasonable proof of absence may be required by Kmart to grant payment for personal leave taken to care for or support immediate family or household members.

23.3.4 Notwithstanding any contrary provisions in this clause Kmart will require the production of documentary evidence in the form of a medical certificate or a statutory declaration where a team member is absent either the day before and/or the day after a public holiday.

23.3.5 Upon return to work after personal leave, the team member will report to their Line Manager.

23.3.6 Upon request by a team member, a team member shall be entitled to information regarding their accrued personal leave entitlements.

23.4 Unpaid Carer's Leave (Including Casual Team Members)

23.4.1 A team member (including a casual team member) is entitled to a period of up to 2 days of unpaid carer's leave for each occasion that a member of the team member's immediate family or household requires care and support due to that person being ill, injured or affected by an unexpected emergency.

23.4.2 A permanent team member is not entitled to unpaid carer's leave if during a particular period they could instead take paid personal leave.

24. Requests for Flexible Work

24.1 Requests for Flexible Working Arrangements

24.1.1 An eligible team member under this clause may request a change in working arrangements if the following circumstances apply to the team member and if the team member wants to change their working arrangements because of those circumstances. The team member:

24.1.1(i) is a parent, or has responsibility for the care of a child who is of school age or younger;

24.1.1(ii) is a carer (within the meaning of the *Carer's Recognition Act 2010*);

24.1.1(iii) has a disability;

24.1.1(iv) is 55 years of age or older;

24.1.1(v) is experiencing domestic violence from a member of their family;

24.1.1(vi) provides care or support to a member of their immediate family or their household, who requires care and support because the member is experiencing domestic violence from the member's family.

24.1.2 Eligible team members who would like to change their working arrangements with Kmart because of a circumstance listed in clause 24.1.1(i)-(vi) may make a request to Kmart for a change in working arrangements relating to those circumstances.

24.1.3 A request must be in writing and set out the details of the change sought, the reason for the change and that the request is made under this Agreement.

24.1.4 Kmart must provide the team member with a response in writing within 21 days to the request stating if Kmart grants or refuses the request. In the event that Kmart refuses the request Kmart's written response will include reasons for the refusal.

24.1.5 Kmart may only refuse the request on reasonable business grounds. Without limiting what are reasonable business grounds, such grounds include the following:

24.1.5(i) the new working arrangements requested by the team member would be too costly for Kmart;

- 24.1.5(ii) there is no capacity to change the working arrangements of other team members to accommodate the new working arrangements requested by the team member;
- 24.1.5(iii) that it would be impractical to change the working arrangements of other team members or recruit new team members, to accommodate the new working arrangements requested by the team member;
- 24.1.5(iv) that the new working arrangements requested by the team member would be likely to result in a significant loss of efficiency or productivity;
- 24.1.5(v) that the new working arrangements requested by the team member would be likely to have a significant negative impact on customer service.

24.1.6 Additional Requirements if a Team Member is a Parent or Carer

- 24.1.6(i) In respect to eligible team members who are parents, or who have responsibility for the care of a child, school age or younger or who are carers, before refusing any request Kmart must seek to confer with the team member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the team member's circumstances having regard to the nature of their responsibilities as a parent or carer and the consequences for the team member if changes in working arrangements are not made and any reasonable grounds for refusing request.
- 24.1.6(ii) If Kmart refuses a request, Kmart's written response must include details of the reasons for the refusal and how the ground or grounds for refusal apply. The written response must also state if there are any arrangements that Kmart can offer the team member to better accommodate their responsibilities as a parent or carer.
- 24.1.6(iii) If Kmart agrees on a change in working arrangements Kmart's written response must set out the agreed change in working arrangements.
- 24.1.6(iv) Without limiting the rights of a team member under this clause, a team member who is a parent, or has responsibility for the care of a child and who is returning to work after taking leave in relation to the birth or adoption of the child may request to work part-time to assist the team member to care for the child.

- 24.1.7 An eligible team member under this clause is a permanent team member who has completed at least 12 months of continuous service immediately before making the request (6 months in the case of a team member who is a parent under sub-clause 24.1.1(i) or a carer under sub-clause 21.1.1(ii)) or a casual team member who is a long-term casual immediately before making the request.
- 24.1.8 A long term casual team member for the purpose of this clause is a casual team member who has been employed by Kmart on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months (6 months in the case of sub-clause 24.1.1(i) or 21.1.1(ii)) who has with an ongoing expectation of continuing employment.
- 24.1.9 The FWC cannot deal with a dispute to the extent that it is about whether Kmart had reasonable business grounds to refuse a request under this clause, unless Kmart and the team member have agreed in writing. Disputes about whether Kmart has conferred with a team member and responded to the request in the way required by sub-clause 24.1.6, can be dealt with under clause 38 of this Agreement.

25 Personal Emergencies (Full and Part-time Team Members)

- 25.1 Where a team member has a pressing domestic emergency that requires the team member's immediate attention, a full-time team member may access up to 7.6 hours (pro rata for part-time team members) of their accrued annual leave to attend to the emergency. An emergency includes situations such as a house fire, burst water pipes or a burglary at the team member's primary residence and where the team member's attendance is required to deal with emergency services or permit access by state emergency services members or emergency repair service personnel.
- 25.2 However an emergency does not include situations where a team member could otherwise deal with a situation before or after their rostered hours of work, or where it is simply a matter of convenience or preference for the team member to attend a situation. Where the emergency situation has been addressed the team member is required to attend work for the remainder of their shift, if practical. The team member will only have deducted from their annual leave the hours they were absent from work.
- 25.3 A team member may be required to provide evidence of the emergency that would satisfy a reasonable person in order for payment to be made under this sub-clause.
- 25.4 A team member able to access leave under clause 28 of this Agreement cannot also access leave under this clause for the same situation.

26 Pre-natal Leave (Full and Part-time Team Members)

26.1 Pregnant Team Member

- 26.1.1 A full-time or part-time pregnant team member may access personal leave for the purpose of attending medical appointments associated with the pregnancy.

26.2 Team Member Whose Partner is Pregnant

- 26.2.1 A full-time or part-time team member may access paid personal leave up to 22.8 hours (pro-rata for part-time team members) for the purpose of attending medical appointments with their pregnant spouse.

26.3 Notification and Attendance

- 26.3.1 Proof of such attendance may be required to be produced upon request by Kmart for a team member accessing leave under this clause.
- 26.3.2 Where possible, team members should attempt to organise appointments during non- working hours, or if during working hours, as close as possible to the beginning or ending of their ordinary working hours.
- 26.3.3 The team member is to provide reasonable notice to Kmart of the requirement to take leave under this clause.
- 26.3.4 Personal/carer's leave used for the purpose of attending medical appointments associated with pregnancy will be deducted from the team member's accrued entitlement based on the actual time taken to attend each appointment.

27 Compassionate Leave

- 27.1 A team member is entitled to compassionate leave for each occasion (a *permissible occasion*) when a member of the team member's immediate family or a member of the team member's household:

27.1.1 Contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life; or

27.1.2 Dies.

27.2 Immediate family is defined in clause 4.10 of this Agreement.

27.3 Taking Compassionate Leave

27.3.1 A team member may take compassionate leave for a particular permissible occasion if the leave is taken:

27.3.1(i) To spend time with the member of the team member's immediate family or household who has contracted or developed the personal illness or sustained the personal injury; or

27.3.1(ii) After the death of the member of the team member's immediate family or household.

27.3.2 Compassionate leave may be taken as a single continuous period of leave or as separate shifts of leave, except leave under sub-clause 27.6.1(v) which must be taken as a single shift.

27.3.3 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the team member may take the compassionate leave for that occasion at any time while the illness or injury persists.

27.4 Payment for Compassionate Leave (Other than for Casual Team Members)

27.4.1 Payment whilst on compassionate leave for permanent team members will be at the relevant base rate of pay for the hours normally rostered to be worked and compassionate leave for casual team members is unpaid.

27.5 Notice and Evidence Requirements

27.5.1 To be entitled to compassionate leave a team member must give notice to Kmart of the taking of compassionate leave. The notice must be given as soon as practicable (which may be a time after the leave has started) and a team member must advise Kmart of the period, or expected period, of the leave.

27.5.2 To be entitled to compassionate leave a team member who has given Kmart notice of the taking of compassionate leave must, if required by Kmart, provide evidence that would satisfy a reasonable person that the leave is taken for the reasons set out in clause 27.3.1(i)-27.3.1(ii).

27.6 Amount of Compassionate Leave

27.6.1 Upon the death of a permanent team member's:

27.6.1(i) Spouse (including a de facto partner), father, mother, stepfather, stepmother, child (including adopted, step or foster children), sister and brother, a team member is entitled to paid compassionate leave to a maximum of five (5) shifts including the day of the funeral;

27.6.1(ii) Parent-in-law (including de facto partner's parent), grandparent, grandparent-in-law, (including de facto partner's grandparent) grandchild, brother-in-law (including de facto partner's brother), sister-in-law (including de facto partner's sister), son-in-law (including a de facto partner's son), daughter-in-law (including a de facto partner's daughter), aunt, uncle, niece or nephew, a team member is entitled to

paid compassionate leave to a maximum of three (3) shifts including the day of the funeral;

- 27.6.1(iii) Former spouse (including former de facto partner) or spouse from whom the team member is separated, a team member is entitled to paid compassionate leave to a maximum of three (3) shifts including the day of the funeral;
- 27.6.1(iv) Household or other immediate family member (not specified in clause 27.6.1(i)-(iii), paid compassionate leave to a maximum of two (2) shifts;
- 27.6.1(v) Other close relatives not otherwise covered by this clause or the NES, paid compassionate leave to a maximum of one (1) shift to attend the funeral may be approved by Kmart.
- 27.6.1(vi) Where the death of a relative detailed in sub-clauses 27.6.1(i)-(iii) occurs interstate or outside of Australia and the team member attends the funeral, the team member shall be entitled to receive an additional unpaid period of compassionate leave, which shall not exceed two shifts.

- 27.6.2 Upon the death of a casual team member's immediate family or household member the team member is entitled to 2 day's unpaid compassionate leave.

27.7 Entitlement Due to Serious Illness/Injury

- 27.7.1 Full-time, part-time and casual team members are entitled to a period of 2 shifts of compassionate leave (either as a continuous period or as single shifts of leave) for the purposes of spending time with a member of the team member's immediate family (as defined in clause 4.10 of this Agreement) or a member of the team member's household who has contracted or sustained a personal illness/injury that poses a serious threat to his or her life. Team members may access this entitlement for each occasion of serious illness/injury.
- 27.7.2 Compassionate leave taken pursuant to subclause 27.7.1 can be taken at any time while the illness or injury persists.

28 Community Services and Other Leave (Including Jury Service)

28.1 Community Services Leave

- 28.1.1 A team member who is engaged in an eligible community service activity is entitled to be absent from work for a period which comprises the time when the team member is engaged in the activity, reasonable travelling time associated with the activity and reasonable rest time immediately following the activity, provided the team member's absence is reasonable in all the circumstances (the reasonableness requirement does not extend to jury service).
- 28.1.2 An eligible community service activity is:
 - 23.1.2(i) Jury Service (including attending for jury selection); and
 - 23.1.2(ii) A voluntary Emergency Management Activity.
- 28.1.3 Voluntary Emergency Management Activity is defined in clause 4.21 of this Agreement.
- 28.1.4 All team members, including casual team members are eligible for Community Services Leave however, Community Services Leave is unpaid (other than for permanent team members on Jury Service and as set out in clause 29 Emergency Services Leave).

- 28.1.5 A team member required to attend for Jury Service during their rostered hours of work will not suffer any loss of income in respect of the ordinary hours they would have worked had they not been on Jury Service.
- 28.1.6 While on Jury Service a team member will not be required to attend work until the completion of Jury Service.
- 28.1.7 A team member on a roster including weekend work shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.
- 28.1.8 A team member required to attend for jury service during a period of annual leave will, upon producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.

28.2 Notice and Evidence

- 28.2.1 A team member who wants to take Community Services Leave must provide Kmart with notice, which must be given as soon as practicable (which may be at a time after the leave has started) by the team member to the team member's manager. The team member must also advise their manager of the period, or the expected period, of the absence.
- 28.2.2 If required by Kmart, a team member who has given notice of the taking of Community Services Leave must give Kmart evidence that would satisfy a reasonable person that the absence has been or will be because the team member is engaging in an eligible community services activity.
- 28.2.3 In respect to jury service Kmart may also require the team member to give to Kmart evidence that would satisfy a reasonable person that the team member has taken all reasonable steps to obtain any amount of jury service pay to which the team member is entitled and of the total amount of jury service pay (if any) that has been paid or is payable to the team member for the period.
- 28.2.4 If Kmart requires the team member to provide evidence for the taking of jury service, the team member is not entitled to payment for jury service unless the evidence has been provided.

29 Emergency Services Leave (Full and Part-time Team Members)

- 29.1 A team member, other than a casual, involved in recognised voluntary services including SES and fire-fighting shall be entitled to paid time off to attend to emergency situations which may affect the community as a whole.
- 29.2 It shall be the responsibility of the team member to keep Kmart informed about the time off needed to attend to emergency duties.
- 29.3 To receive payment, a team member shall provide Kmart with proof of attendance at the emergency situation.
- 29.4 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted, not unreasonably accessed, and shall be limited to a maximum of 3 days per situation.
- 29.5 Paid time off for attendance to emergencies that are not local shall be limited to a maximum of 5 days per annum, but may be increased, and depending on the nature of the emergency (e.g. major bush fire) subject to Kmart's approval.
- 29.6 Payment for Emergency Service Leave is at the relevant base rate of pay for permanent team members.

30 Leave of Absence (Full and Part-time Team Members)

- 30.1 Subject to Kmart's approval, a team member, other than a casual, with more than 1 year of continuous service, may take a period of authorised unpaid leave of absence of one week's duration or more, and such absence shall not break the continuity of employment for the team member concerned provided that:
- 30.1.1 The maximum period of absence on any one occasion does not exceed 3 months;
- 30.1.2 All outstanding paid leave entitlements the team member is eligible to apply to take, are taken prior to the period of unpaid leave of absence;
- 30.1.3 A leave of absence application is made by the team member as a part of the leave application process adopted by Kmart.
- 30.2 Any or all of the provisions in sub-clause 30.1 may be waived by agreement between Kmart and the team member.
- 30.3 The operation of the above sub-clauses 30.1 and 30.2 shall not be applied retrospectively.
- 30.4 Where a team member takes approved leave of absence, all entitlements to annual leave, personal leave and long service leave are frozen from date of commencement until the date of return of such leave.
- 30.5 This clause may be used by a team member to attend to their study commitments. Where this clause is used for this purpose, clause 30.1.1 does not apply and under clause 30.1.3, the team member will be required to provide at least four weeks' notice.
- 30.6 Clause 30.1.2 does not apply except where a team member has an annual leave entitlement of more than four weeks. Where the team member has an annual leave entitlement of more than four weeks, the team member will use any accrued leave greater than four weeks before taking a leave of absence.

31 Defence Force Leave (Full and Part-time Team Members)

- 31.1 A team member, other than a casual, shall be allowed leave of up to a maximum of 2 weeks per calendar year to attend Defence Forces Reserve approved training camps.
- 31.2 During such leave, team members who are required to attend full-time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the total amount for the ordinary hours of work that the team member would have received during that period.
- 31.3 To receive payment, a team member shall provide Kmart proof of attendance and proof of the Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 31.4 Team members seeking to take defence force services leave must provide notice to Kmart at least one month prior to the period of training. The notice should detail the start and finish dates for training.

32 Natural Disaster Leave

- 32.1 Where a "yellow alert" is announced for cyclones, or there is flooding or bush fires which pose a genuine threat to a team member's property or creates a need for a team member to care for their children, team members shall be allowed to leave work.

- 32.2 Kmart agrees that, where a time has been set for moving from a yellow alert to red alert, the store will close one hour before the red alert comes into force, unless otherwise directed by the State Emergency Services or other emergency services body.
- 32.3 Upon the threats caused by the natural disaster subsiding (outlined in sub-clauses 32.1 and 32.2), team members shall return to work.
- 32.4 For the circumstances set out in clause 32.1, permanent team members will be able to access up to 3 days per year, non-cumulative, paid leave. Payment for natural disaster leave for permanent team members is at the relevant base rate of pay and is unpaid for casuals.

33 Parental Leave

33.1 Definitions for the Purpose of this Clause

33.1.1 In this clause:

- 33.1.1(i) “Birth-related leave” means unpaid parental leave taken in association with the birth of a child or unpaid special maternity leave.
- 33.1.1(ii) “Adoption-related leave” means unpaid parental leave taken in association with the placement of a child or unpaid pre-adoption leave.
- 33.1.1(iii) “The day of placement” in relation to the adoption of a child means the earlier of the day on which the team member first takes custody of the child for the adoption and the day on which the team member starts any travel that is reasonably necessary to take custody of the child for adoption.
- 33.1.1(iv) For the purpose of adoption-related leave under this clause “child” means a child who is, or will be under 16 years of age as at the day of placement, or the expected day of placement of the child and who has not, or will not have lived continuously with the team member for a period of six months or more as at the day of placement, or the expected day of placement of the child and who is not (otherwise than because of the adoption) a child of the team member or the team member’s spouse or defacto partner.
- 33.1.1(v) “An employee couple” is where two employees (not necessarily both employees of Kmart) are in a spousal or defacto relationship.

33.2 Entitlement to Unpaid Leave Under this Clause

- 33.2.1 This clause applies to a permanent team member provided the team member has 12 months of continuous service with Kmart immediately before the time set out in sub-clause 33.3.
- 33.2.2 This clause applies to a casual team member provided the casual team member is or will be a long-term casual team member immediately before the times set out in sub-clause 33.3.
- 33.2.3 A casual team member is or will be a long-term casual if they have 12 months of service immediately before the dates set out in sub-clause 33.3 and the casual team member has a reasonable expectation of continuing employment with Kmart on a regular and systematic basis but for the taking of any unpaid leave under this clause to which the casual team member may be entitled to take under this clause.

- 33.2.4** A permanent team member who does not qualify for leave under this clause because they do not meet the requirements of sub-clause 33.2.1 or a casual team member who does not qualify for leave under this clause because they do not meet the requirements of sub-clauses 33.2.2 and 33.2.3 is nevertheless entitled to unpaid pre-adoption leave and unpaid no safe job leave under sub-clauses 33.22 and 33.18.
- 33.2.5** Despite the requirement for 12 months of continuous service set out in this sub-clause, a team member with 6 months of continuous service is entitled to 26 weeks of unpaid parental leave in accordance with this clause. In such circumstances additional unpaid leave may be granted by Kmart as a leave of absence under clause 30 of this Agreement.

33.3 Date at which a Team Member must have Completed 12 Months of Service

- 33.3.1** The date at which a team member must have 12 months of continuous service (6 months in the case of team members who are eligible under sub-clause 33.2.5) for the purposes of sub-clause 33.2.1 and service for the purposes of sub-clause 33.2.3 is:
- 33.3.1(i)** If the leave is birth-related leave, the date of the birth or expected date of the birth of the child; or
 - 33.3.1(ii)** If the leave is adoption-related leave, the day of placement, or expected day or placement of the child (unless sub-clause 33.2.1(iii) applies); or
 - 33.3.1(iii)** If the leave is adoption-related leave that may start within 12 months after the placement of the child under sub-clause 33.5.5, the day on which the leave is to start; or
 - 33.2.1(iv)** The date on which the second member of an employee couple starts leave if the team member is a member of an employee couple taking a period of unpaid leave and that leave starts immediately after the period of unpaid leave taken by the first member of the couple (or any extended period of leave taken by the first member of the couple), whether the leave is birth-related leave or adoption-related leave.

33.4 Entitlement to Unpaid Parental Leave

- 33.4.1** A team member who is eligible for unpaid parental leave is entitled to 24 months of unpaid parental leave (26 weeks in the case of team members eligible under sub-clause 33.2.5) if the leave is associated with the birth of a child of the team member or the team member's spouse or defacto partner or the placement of a child with the team member for adoption and in either case the team member has or will have a responsibility for the care of the child.
- 33.4.2** A team member is not entitled to adoption-related unpaid parental leave under this clause unless the child that is, or is to be placed with the team member meets the definition of a child in sub-clause 33.1.1(iv) of this Agreement.

33.5 Period of Leave-Other than Members of an Employee Couple who Both Intend Taking Leave

- 33.5.1** The team member must take unpaid parental leave in a single continuous period.
- 33.5.2** If the unpaid parental leave is birth related leave for a female team member who is pregnant with, or gives birth to the child, the period of unpaid parental leave may start up to six weeks before the expected date of the birth of the child or earlier if Kmart and the team member so agree, but must not start later than the date of birth of the child.

- 33.5.3 If the leave is birth-related leave and the team member is not a pregnant female, the period of leave must start on the date of the birth of the child.
- 33.5.4 If the leave is adoption-related leave the leave must start on the day of the placement of the child.
- 33.5.5 Despite sub-clauses 33.5.2-33.5.4, unpaid parental leave may start at any time within 12 months after the birth or day of placement of the child if the team member has a spouse or partner who is not a team member and that spouse or partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.

33.6 Period of Leave-Members of an Employee Couple who Both Intend Taking Leave

- 33.6.1 Each member of the couple must take the leave in a single continuous period.
- 33.6.2 If the leave is birth-related leave, one employee's period of leave must start first, in accordance with the following rules:
 - 33.6.2(i) If the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child—the period of leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the employer and employee so agree, but must not start later than the date of birth of the child;
 - 33.6.2(ii) If sub-clause 33.6.2(i) does not apply—the period of leave must start on the date of birth of the child; and
 - 33.6.2(iii) The other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under sub-clause 33.9).
- 33.6.3 If the leave is adoption-related leave:
 - 33.6.3(i) One employee's period of leave must start on the day of placement of the child; and
 - 33.6.3(ii) The other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under sub-clause 33.9).
- 33.6.4 If one of the employees takes a period (the first employee's period of leave) of unpaid parental leave in accordance with subclauses 33.6.2(i)-(ii) and 33.6.3(i), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
 - 33.6.4(i) the concurrent leave must not be longer than 8 weeks in total;
 - 33.6.4(ii) the concurrent leave may be taken in separate periods, but, unless Kmart agrees, each period must not be shorter than 2 weeks;
 - 33.6.4(iii) unless Kmart agrees, the concurrent leave must not start before the date of birth of the child (in the event of birth-related leave) or the day of

placement of the child (in the event that the leave is adoption-related leave).

- 33.6.5** Concurrent leave taken by a team member is an exception to the rule that a team member must take his or her leave in a single continuous period under sub-clause 33.6.1 and an exception to the rules about when the team member's period of unpaid parental leave must start under sub-clauses 33.6.2 and 33.6.3.
- 33.6.6** Concurrent leave is unpaid parental leave and so comes out of the team member's entitlement to 24 months (26 weeks in the case of those eligible under sub-clause 33.2.5) of unpaid parental leave under sub-clause 33.4.
- 33.7 Pregnant Team Members may be Required to Take Unpaid Parental Leave within Six Weeks of the Birth of the Child (and Provide a Medical Certificate)**
- 33.7.1** If a pregnant team member who is entitled to unpaid parental leave (whether or not she has complied with sub-clause 33.8) continues to work during the 6-week period before the expected date of birth of the child, Kmart may ask the team member to give Kmart a medical certificate containing the following statements (if applicable):
- 33.7.1(i)** A statement of whether the team member is fit for work;
 - 33.7.1(ii)** If the team member is fit for work – a statement of whether it is inadvisable for the team member to continue in her present position during a stated period because of illness, or risks, arising out of the team member's pregnancy or hazards connected with the position.
- 33.7.2** Kmart may require the team member to take a period of unpaid parental leave (the period of leave) as soon as practicable if:
- 33.7.2(i)** The team member does not give Kmart the requested certificate within 7 days after the request; or
 - 33.7.2(ii)** Within 7 days after the request, the team member gives Kmart a medical certificate stating that the team member is not fit for work; or
 - 33.7.2(iii)** Within 7 days after the request, the team member gives Kmart a medical certificate stating that the team member is fit for work, but that it is inadvisable for the team member to continue in her present position for a stated period for a reason referred because of illness, or risks, arising out of the team member's pregnancy or hazards connected with the position and the team member has not complied with the notice and evidence requirements of sub-clause 33.8.
- 33.7.3** If the medical certificate contains a statement that it is inadvisable for the team member to continue in her present position during a stated period because of illness, or risks, arising out of the team member's pregnancy and the team member has complied with the notice and evidence requirements of sub-clause 33.8, the team member is entitled to be transferred to a safe job (see sub-clause 33.16) or to paid no safe job leave (see sub-clause 33.17).
- 33.7.4** The period of leave must not end later than the earlier of the end of the pregnancy and (if the team member has given Kmart notice of the taking of a period of leave connected with the birth of the child whether it is unpaid parental leave or some other kind of leave) the start date of that leave.

- 33.7.5** Leave taken by a team member under sub-clause 33.7 is an exception to the rule that a team member must take her leave in a single continuous period under sub-clause 33.5.1 and 33.6.1 and an exception to the rules about when the team member's period of unpaid parental leave must start under sub-clause 33.6.2 and 33.6.3.
- 33.7.6** Leave taken by a team member under sub-clause 33.7 is unpaid parental leave and so comes out of the team member's entitlement to 24 months (26 weeks in the case of a team member eligible under sub-clauses 33.2.5) of unpaid parental leave under sub-clause 33.4.
- 33.7.7** A team member is not required to comply with sub-clause 33.8 in relation to a period of leave under sub-clause 33.7.

33.8 Notice and Evidence Requirements

- 33.8.1** A team member must give Kmart written notice of the taking of unpaid parental leave under sub-clauses 33.5 or 33.6 by the team member.
- 33.8.2** The notice must be at least 10 weeks before starting the leave, unless the leave is to be taken in separate periods of concurrent leave (see sub-clause 33.6.4(ii)). If the leave is to be taken in separate periods of concurrent leave and the leave is not the first of those periods of concurrent leave, in which case the notice must be 4 weeks before starting the period of concurrent leave.
- 33.8.3** In the event that the notice period required in sub-clause 33.8.2 is not practicable, then notice must be given as soon as practicable (which may be at a time after the leave has started).
- 33.8.4** The notice must specify the intended start and end dates of the leave to be taken by the team member.
- 33.8.5** Unless the unpaid parental leave taken is a period of concurrent leave under sub-clause 33.8.2, at least 4 weeks before the intended start date specified in the notice given under sub-clause 33.8.2, the team member must confirm the intended start and end dates of the leave or advise Kmart of any changes to the intended start and end dates of the leave, unless it is not practicable to do so.
- 33.8.6** A team member who has given Kmart notice of the taking of unpaid parental leave must, if required by Kmart, give Kmart evidence that would satisfy a reasonable person of the date of birth, or the expected date of birth, of the child (if the leave is birth-related leave) or of the day of placement, or the expected day of placement, of the child (if the leave is adoption-related leave).
- 33.8.7** A team member taking adoption-related leave must also, if required by Kmart, provide evidence that would satisfy a reasonable person that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.
- 33.8.8** Kmart may require the evidence referred to in sub-clause 33.8.6 to be a medical certificate.
- 33.8.9** A team member is not entitled to take unpaid parental leave under sub-clauses 33.5 or 33.6 unless the team member complies with the requirements of sub-clause 33.8 of this Agreement.

33.9 Extending the Period of Unpaid Parental Leave—Extending to Use More of the Available Parental Leave Period

- 33.9.1** Sub-clause 33.9 applies if a team member has, in accordance with sub-clause 33.8, given notice of the taking of a period of unpaid parental leave (the original leave period); and the original leave period is less than the team member's available parental leave period and the original leave period has started.
- 33.9.2** The team member's available parental leave period is 24 months (26 weeks in the case of a team member eligible under sub-clause 33.2.5), less any periods of the following kinds:
- 33.9.2(i)** a period of concurrent leave that the team member has taken in accordance with sub-clause 33.6.4;
 - 33.9.2(ii)** a period of unpaid parental leave that the team member has been required to take under sub-clauses 33.7.2 or 33.17.4;
 - 33.9.2(iii)** a period by which the team member's entitlement to unpaid parental leave is reduced under sub-clause 33.9.7.
- 33.9.3** The team member may extend the period of unpaid parental leave once by giving Kmart written notice of the extension at least 4 weeks before the end date of the original leave period (First extension). The notice must specify the new end date for the leave.
- 33.9.4** If Kmart agrees, the team member may further extend the period of unpaid parental leave one or more times.
- 33.9.5** A team member is not entitled under sub-clause 33.9 to extend the period of unpaid parental leave beyond the team member's available parental leave period.
- 33.9.6** If an employee couple wish to extend the period of unpaid parental leave the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts and the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts.
- 33.9.7** The amount of unpaid parental leave to which the other member of the employee couple is entitled under section 33.4 in relation to the child is reduced by the period of the extension.

33.10 Reducing Period of Unpaid Parental Leave

- 33.10.1** If Kmart agrees, a team member whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.

33.11 Pregnancy Ends (Other than by the Birth of a Living Child) or the Child Born Alive Dies

- 33.11.1** If the leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born, before the leave starts the team member may give Kmart written notice cancelling the leave or Kmart may give the team member written notice cancelling the leave.
- 33.11.2** Sub-clause 33.11.1 does not apply if the child dies after being born and the team member is the female team member who gave birth to the child. This is because in this

case the leave must not start later than the date of birth of the child (see sub-clause 33.5.2).

33.11.3 If the team member or Kmart provides written notice cancelling the leave, the team member is not entitled to unpaid parental leave in relation to the child.

33.11.4 If the team member is the female team member who was pregnant with the child and the team member is not fit for work, she may be entitled to paid personal leave under clause 23 of this Agreement; or unpaid special maternity leave under sub-clause 33.15.

33.11.5 Return to Work Notice

33.11.5(i) The team member may give Kmart written notice that the team member wishes to return to work after the start of the period of leave, but before its end and within 4 weeks after Kmart receives the notice.

33.11.5(ii) Kmart may give the team member written notice requiring the team member to return to work on a specified day and must do so if the team member gives Kmart written notice under sub-clause 33.11.5(i), unless the leave has not started and Kmart cancels it under sub-clause 33.11.3.

33.11.5(iii) The specified day must be after the start of the period of leave and, if the team member has given written notice, within 4 weeks after Kmart receives that notice; or otherwise – at least 6 weeks after Kmart has given notice to the team member.

33.11.6 The team member's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

33.11.7 Sub-clause 33.11 does not limit sub-clause 33.10, which deals with the team member ending the period of unpaid parental leave with the agreement of Kmart.

33.12 Employee who Ceases to have Responsibility for the Care of the Child

33.12.1 If a team member ceases to have any responsibility for the care of the child, Kmart may give the team member written notice requiring the team member to return to work on a specified day.

33.12.2 The specified day must be at least 4 weeks after the notice is given to the team member and, if the leave is birth-related leave taken by a female team member who has given birth, must not be earlier than 6 weeks after the date of birth of the child.

33.12.3 The team member's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.

33.12.4 Sub-clause 33.12 does not apply if sub-clause 33.11 applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).

33.13 Interaction with Paid Leave

33.13.1 Except as specified in sub-clauses 33.13.2 and 33.13.3 a team member is not prevented from taking any other kind of paid leave while he or she is taking unpaid parental leave and if the team member does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave.

- 33.13.2 A team member is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.
- 33.13.3 A team member is not entitled to any payment under clause 26 of this Agreement (which deals with community service leave) in relation to activities the team member engages in while taking unpaid parental leave.

33.14 Keeping in Touch Days

- 33.14.1 A team member may perform work for Kmart on a keeping in touch day while he or she is taking unpaid parental leave. If the team member does so, the performance of that work does not break the continuity of the period of unpaid parental leave.
- 33.14.2 A day on which the team member performs work for Kmart during the period of leave is a keeping in touch day if:
 - 33.14.2(i) The purpose of performing the work is to enable the team member to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and
 - 33.14.2(ii) Both Kmart and the team member consent to the team member performing work for Kmart on that day; and
 - 33.14.2(iii) The day is not within 14 days after the date of birth, or day of placement, of the child to which the period of leave relates if the team member suggested or requested that he or she perform work for Kmart on that day or otherwise within 42 days after the date of birth, or day of placement, of the child; and
 - 33.14.2(iv) The team member has not already performed work for Kmart or another entity on 10 days during the period of leave that were keeping in touch days.
- 33.14.3 A period of leave during the team member's available unpaid parental leave period and any period taken as an extension of that leave immediately following the end of the available parental leave period (under sub-clause 33.14.2(iv)) are 2 separate periods for this purpose.
- 33.14.4 The duration of the work the team member performs on that day is not relevant for the purposes of this sub-clause.
- 33.14.5 Kmart is obliged to pay the team member for performing work on a keeping in touch day in accordance with the Relevant Pay Schedule of this Agreement.
- 33.14.6 Kmart may not exert any undue pressure or coerce a team member to give their consent to work on a keeping in touch day under sub-clause 33.14.2(ii).
- 33.14.7 Unpaid parental leave is not extended by paid leave or keeping in touch days taken during unpaid parental leave.

33.15 Unpaid Special Maternity Leave

- 33.15.1 A female team member is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because she has a pregnancy-related illness or she

has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.

- 33.15.2 If a female team member has an entitlement to paid personal/carer's leave under this Agreement she may take that leave instead of taking unpaid special maternity leave under this sub-clause.
- 33.15.3 A team member must give Kmart notice of the taking of unpaid special maternity leave by the team member.
- 33.15.4 The notice must be given to Kmart as soon as practicable (which may be a time after the leave has started) and must advise Kmart of the period, or expected period, of the leave.
- 33.15.5 A team member who has given Kmart notice of the taking of unpaid special maternity leave must, if required by Kmart, give Kmart evidence that would satisfy a reasonable person that the leave is taken for a pregnancy-related illness or because she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.
- 33.15.6 Kmart may require the evidence referred to in that sub-clause 33.15.4 to be a medical certificate.
- 33.15.7 A team member is not entitled to take unpaid special maternity leave unless the team member complies with sub-clauses 33.15.2-33.15.4

33.16 Transfer to a Safe Job

- 33.16.1 If a pregnant team member gives Kmart evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of illness, or risks, arising out of her pregnancy or hazards connected with that position and there is an appropriate safe job available, then Kmart must transfer the team member to that job for the risk period, with no other change to the team member's terms and conditions of employment.
- 33.16.2 If there is no appropriate safe job available, then the team member may be entitled to paid no safe job leave under sub-clause 33.17 or unpaid no safe job leave under sub-clause 33.18.
- 33.16.3 An appropriate safe job is a safe job that has the same ordinary hours of work as the team member's present position or a different number of ordinary hours agreed to by the team member.
- 33.16.4 If the team member is transferred to an appropriate safe job for the risk period, Kmart must pay the team member for the safe job at the team member's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period. Full-rate of pay has the meaning given by the *Fair Work Act 2009*.
- 33.16.5 If the team member's pregnancy ends before the end of the risk period, the *risk period* ends when the pregnancy ends.
- 33.16.6 Kmart may require the evidence in sub-clause 33.16.1 to be a medical certificate.

33.17 Paid no Safe Job Leave

- 33.17.1 If sub-clause 33.16 applies to a pregnant team member but there is no appropriate safe job available and the team member is entitled to unpaid parental leave and the team member has complied with the notice and evidence requirements of subsection 33.8 for taking unpaid parental leave then the team member is entitled to paid no safe job leave for the risk period.
- 33.17.2 If the team member takes paid no safe job leave for the risk period, Kmart must pay the team member (including casuals) at the base rate of pay defined in clause 4.2 of this Agreement for the team member's ordinary hours of work in the risk period. Casual hours for this purpose are the average number of hours the casual team member would have worked in the period the team member is on paid no safe job leave.
- 33.17.3 If a team member is on paid no safe job leave during the 6-week period before the expected date of birth of the child, Kmart may ask the team member to give Kmart a medical certificate stating whether the team member is fit for work.
- 33.17.4 Kmart may require the team member to take a period of unpaid parental leave (the *period of leave*) as soon as practicable if the team member does not give Kmart the requested certificate within 7 days after the request or within 7 days after the request, the team member gives Kmart a certificate stating that the team member is not fit for work.
- 33.17.5 An entitlement to paid no safe job leave ends when the period of leave starts.
- 33.17.6 Sub-clauses 33.7.4-33.7.7 apply to the period of leave.

33.18 Unpaid no Safe Job Leave

- 33.18.1 If sub-clause 33.16 applies to a pregnant team member but there is no appropriate safe job available and the team member is not entitled to unpaid parental leave; and if required by Kmart the team member has given Kmart evidence that would satisfy a reasonable person of the pregnancy, then the team member is entitled to unpaid no safe job leave for the risk period.
- 33.18.2 Kmart may require the evidence referred to in sub-clause 33.18.1 to be a medical certificate.

33.19 Consultation with a Team Member on Unpaid Parental Leave

- 33.19.1 If a team member is on unpaid parental leave and Kmart makes a decision that will have a significant effect on the status, pay or location of the team member's pre-parental leave position, Kmart must take all reasonable steps to give the team member information about, and an opportunity to discuss, the effect of the decision on that position.
- 33.19.2 The team member's pre-parental leave position is:
- 33.19.2(i) The position the team member held before starting the unpaid parental leave unless sub-clause 33.19.2(ii) applies.
- 33.19.2(ii) If before starting the unpaid parental leave, the team member was transferred to a safe job because of her pregnancy or reduced her working hours due to her pregnancy the position the team member held immediately before that transfer or reduction.

33.20 Return to Work Guarantee

- 33.20.1** On ending unpaid parental leave, a team member is entitled to return to the team member's pre-parental leave position or, if that position no longer exists, an available position for which the team member is qualified and suited nearest in status and pay to the pre-parental leave position.
- 33.20.2** Despite any right to request a flexible working arrangement a team member may have under clause 24 of this Agreement, upon a return to work from unpaid parental leave a team member is able to return to work on fewer hours than their contracted hours (prior to going on leave) for a period up to the child's 2nd birthday (or second anniversary of placement). This may include working one or more periods of fewer hours until the child's 2nd birthday or a graduated return to work until the child's 2nd birthday.

33.21 Replacement Team Members

- 33.21.1** Before Kmart engages a team member to perform the work of another team member who is going to take, or is taking, unpaid parental leave, Kmart must notify the replacement team member:
- 33.21.1(i)** that the engagement to perform that work is temporary; and
 - 33.21.1(ii)** of the rights of Kmart and the team member taking unpaid parental leave under sub-clauses 33.11.1 and 33.11.3 (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
 - 33.21.1(iii)** of the rights the team member taking unpaid parental leave has under sub-clauses 33.11.5(i)-(iii) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and
 - 33.21.1(iv)** of the rights of the team member has sub-clause 33.20 (which deals with the return to work guarantee); and
 - 33.21.1(v)** of the effect of sub-clause 33.12 (which provides Kmart with a right to require the team member taking unpaid parental leave to return to work if the team member ceases to have any responsibility for the care of the child).

33.22 Unpaid Pre-Adoption Leave

- 33.22.1** A team member is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the team member's adoption of a child.
- 33.22.2** However, a team member is not entitled to take a period of unpaid pre-adoption leave if the team member could instead take some other form of leave and Kmart directs the team member to take that other form of leave.
- 33.22.3** A team member who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as a single continuous period of up to 2 days or any separate periods to which the team member and Kmart agree.

33.22.4 Notice and Evidence

- 33.22.4(i) A team member must give Kmart notice of the taking of unpaid pre-adoption leave by the member.
- 33.22.4(ii) The notice must be given to Kmart as soon as practicable (which may be a time after the leave has started); and must advise Kmart of the period, or expected period, of the leave.
- 33.22.4(iii) A team member who has given Kmart notice of the taking of unpaid pre-adoption leave must, if required by Kmart, give Kmart evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in sub-clause 33.22.1.
- 33.22.4(iv) A team member is not entitled to take unpaid pre-adoption leave unless the team member complies with subsections 33.22.4(i)-33.22.4(iii).

33.23 Transfer of Employment Situations in which a Team Member is Entitled to Continue Unpaid Parental Leave

- 33.23.1 If there is a transfer of employment in relation to a team member and the team member has already started a period of leave under this clause when his or her employment with Kmart ends, the team member is entitled to continue on unpaid parental leave for the rest of the period.
- 33.23.2 If there is a transfer of employment in relation to a team member and the team member has, in relation to Kmart, already taken a step that is required or permitted by a provision of this clause in relation to taking a period of unpaid parental leave the team member is taken to have taken the step in relation to the second employer.

34 Family and Domestic Violence Leave

34.1 This clause applies to full-time, part-time and casual team members.

34.2 Definitions

- 34.2.1 In this clause 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 harm and to be fearful.
- 34.2.2 Immediate family has the meaning set out in sub-clause 4.10 of this Agreement and in addition means a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.

34.3 Entitlement to Leave

- 34.3.1 Each year, a casual team member is entitled to 5 days' unpaid leave and a permanent team member is entitled to 2 days paid leave and 3 days unpaid leave to deal with family and domestic violence.
- 34.3.2 The entitlement to 5 days' leave to deal with family and domestic violence is available in full at the start of each 12-month period of the team member's employment and does not accumulate from year to year.

34.3.3 By agreement between a team member and Kmart a period of leave under this clause may be less than a day or more than 5 days.

34.3.4 Payment for permanent team members of up to 2 days paid leave specified in sub-clause 34.3.1 is at the team member's relevant base rate of pay.

34.4 Taking of Leave

34.4.1 A team member may take leave to deal with family and domestic violence if the team member is experiencing family and domestic violence and the team member needs to do something to deal with the impact of the family and domestic violence and it is impractical for the team member to do that thing outside of their ordinary hours of work.

34.4.2 The reasons for which a team member may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings or accessing police services.

34.5 Service and Continuity

34.5.1 Unpaid family and domestic violence leave does not count as service but does not break a team member's continuity of service. If a permanent team member takes paid leave under sub-clause 34.3.1 such leave counts as service.

34.6 Notice and Evidence

34.6.1 A team member must give Kmart notice of the taking of leave under this clause. The notice must be given as soon as practicable (which may be at a time after the leave has started) and the team member must advise Kmart of the period, or expected period, of the leave.

34.6.2 A team member who has given Kmart notice of the taking of leave under this clause must if required by Kmart give Kmart evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in sub-clause 34.4, such evidence may, depending on the circumstances, include a document issued by a police service, a court or family violence support service or a statutory declaration.

34.7 Confidentiality

34.7.1 Kmart must take steps to ensure the information concerning any notice a team member has given, or evidence a team member has provided under sub-clause 34.6 is treated confidentially, as far as is reasonably practicable to do so. However, nothing in this sub-clause prevents Kmart disclosing information provided by a team member if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the team member or another person.

34.7.2 As information concerning a team member experiencing family or domestic violence is sensitive and if mishandled could have adverse consequences for the team member, Kmart should consult with team members regarding the handling of this information.

34.8 A team member is not entitled to take leave under this clause unless the team member has complied with sub-clause 34.6.

35 Blood Donor Leave (Full and Part-time Team Members)

35.1 A permanent team member shall be entitled to up to two hours paid leave on any one occasion for the purpose of donating blood. A maximum of four separate absences per calendar year shall be allowed.

- 35.2 Absences shall be arranged by mutual agreement between the team member and Kmart.
- 35.3 Upon request, proof of such absence will be required to be produced by the team member.
- 35.4 Team members should attempt to organise the donation of blood during non-working hours in the first instance.
- 35.5 Payment shall be at the relevant base rate of pay for the team member.

36 Major Change Consultation

- 36.1 This clause applies where Kmart has made a definite decision to introduce major changes in production, program, organisation, structure or technology in relation to its enterprise that is likely to have significant effects on team members.
- 36.2 A relevant team member for the purposes of this clause is a team member that may be affected by the change proposed.
- 36.3 Major Change
 - 36.3.1 Kmart must notify the relevant team members and the Union of the decision to introduce the major change.
 - 36.3.2 The relevant team members may appoint a representative for the purposes of the below procedures.
 - 36.3.3 If a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation and the team member or team members advise Kmart of the identity of the representative Kmart must recognise the representative.
 - 36.3.4 As soon as practicable after making its decision, Kmart must discuss with the relevant team members and the Union:
 - 36.3.4(i) the introduction of the change; and
 - 36.3.4(ii) the effect the change is likely to have on the team members; and
 - 36.3.4(iii) measures Kmart is taking to avert or mitigate the adverse effect of the change on the team members.
 - 36.3.5 For the purposes of the discussion Kmart must provide, in writing, to the relevant team members and the Union:
 - 36.3.5(i) all relevant information about the change including the nature of the change proposed; and
 - 36.3.5(ii) information about the expected effects of the change on the team members; and
 - 36.3.5(iii) any other matters likely to affect the team members.
 - 36.3.6 However, Kmart is not required to disclose confidential or commercially sensitive information to the relevant team members or the Union.
 - 36.3.7 Kmart must give prompt and genuine consideration to matters raised about the major change by the relevant team members or the Union.

- 36.3.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Kmart, the requirements set out in sub-clauses 36.3.1, 36.3.3 and 36.3.4 are taken not to apply.
- 36.3.9** In this clause, a major change is likely to have a significant effect on team members if it results in:
- 36.3.9(i)** The termination of the employment of team members; or
 - 36.3.9(ii)** Major change to the composition, operation or size of Kmart's workforce or to the skills required of team members; or
 - 36.3.9(iii)** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 36.3.9(iv)** The alteration of hours of work, the need to retrain team members, the need to relocate team members;
- to another workplace or the restructuring of jobs.
- 36.3.10** "Significant effects" include termination of employment, major changes in the composition, operation or size of Kmart's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the significant 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 the Agreement makes provision for alteration of any of the matters referred to herein, the alteration shall be deemed not to have significant effect.

37 Redundancy (Full and Part-time Team members)

- 37.1** Other than those team members excluded by sub-clauses 37.9 and 37.10, a team member being made redundant shall receive the provisions as contained below.
- 37.2 Discussions before Terminations**
- 37.2.1** Where Kmart has made a definite decision that it no longer wishes the job the team member has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, Kmart shall hold discussions with the team members directly affected and with the Union.
- 37.2.2** The discussions shall take place as soon as is practicable after Kmart has made a definite decision which will invoke the provision of sub-clause 37.2.1 and those discussions shall include any reasons for the proposed terminations measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the team members concerned.
- 37.2.3** For the purposes of the discussions Kmart shall, as soon as practicable, provide in writing to the team members concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of team members likely to be affected, and the number of team members normally employed and the period over which the terminations are likely to be carried out. Provided that Kmart shall not be required to disclose confidential information the disclosure of which would be inimical to Kmart's interests.
- 37.3 Transfer to Lower Paid Duties**
- 37.3.1** Where a team member is transferred to lower paid duties for reasons set out in sub-clause 37.2.1 the team member shall be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated, and Kmart may at its option make

payment in lieu thereof of an amount equal to the difference between the former base rate of pay and the new lower base rate of pay for the number of weeks of notice still owing.

37.4 Time Off Work During Notice Period

37.4.1 During the period of notice of termination given by Kmart a team member shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

37.4.2 If the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member shall, at the request of Kmart, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

37.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 17 of this Agreement a team member whose employment is terminated for reasons set out in sub-clause 37.2.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

	Severance Pay	Severance Pay
Period of Continuous Service	Under 45 years of age	45 years of age and over
Less than 1 year	nil	nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

37.6 Severance pay is calculated at the team member's relevant base rate of pay for day work and for night shift work team members and is based on a team member's ordinary hours of work.

37.7 Team Member Leaving During Notice Period

37.7.1 A team member whose employment is terminated for reasons set out in sub-clause 37.2.1 may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with Kmart until the expiry of such notice. Provided that in such circumstances the team member shall not be entitled to payment in lieu of notice.

37.8 Incapacity to Pay and Alternative Employment

37.8.1 If a team member is entitled to be paid an amount of redundancy pay by Kmart because of sub-clause 37.5 and Kmart either obtains other acceptable employment for the team member or cannot pay the amount, Kmart may apply to the FWC to reduce the amount owed by Kmart. The FWC may reduce the amount owed by Kmart to a specified amount (which may be nil) that the FWC considers appropriate.

37.9 Team Members Exempted

37.9.1 Clause 37 of this Agreement shall not apply where employment is terminated as a consequence of serious misconduct, in the case of casual team members or team members engaged for a specific period of time or for a specified task or tasks, or in the case of a trainee to whom a

training arrangement applies and whose employment is for a specified period of time or is, for any reason limited to the duration of the training arrangement.

37.10 Team Members with Less than 1 Year's Continuous Service

- 37.10.1 Clause 37 of this Agreement shall not apply to team members with less than one year's continuous service and the general obligation on Kmart should be no more than to give relevant team members an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the team members of suitable alternative employment.

38 Disputes Resolution Procedure

- 38.1 This clause sets out the procedure to settle a dispute if a dispute arises that relates to a matter arising under this Agreement or the NES.
- 38.2 A team member who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- 38.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the team member or team members and relevant Kmart manager.
- 38.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.
- 38.5 The FWC may deal with the dispute in 2 stages:
- 38.5.1 The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 38.5.2 If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
- 38.5.2(i) Arbitrate the dispute; and
- 38.5.2(ii) Make a determination that is binding on the parties.
- 38.6 If FWC arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009*.
- 38.7 A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the *Fair Work Act 2009*. Therefore, an appeal may be made against the decision.
- 38.8 While the parties are trying to resolve the dispute using the procedures in this clause:
- 38.8.1 A team member must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 38.8.2 A team member must comply with a direction given by Kmart to perform other available work at the same workplace, or at another workplace, unless:
- 38.8.2(i) The work is not safe; or
- 38.8.2(ii) Applicable occupational health and safety legislation would not permit the work to be performed; or

38.8.2(iii) The work is not appropriate for the team member to perform; or

38.8.2(iv) There are other reasonable grounds for the team member to refuse to comply with the direction.

38.9 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

38.10 Despite clause 38.8, where a dispute is about a roster change under sub-clause 16.1 of this Agreement, work shall continue in accordance with the practices existing prior to the matter in dispute arising or other agreed arrangements for the six weeks following the matter in dispute first arising, provided the status quo will remain beyond this time if the matter in dispute has been referred to the FWC by a party and in that event, the status quo will remain in place until such time as the matter is resolved by conciliation or arbitration, or otherwise resolved by the parties.

39 Posting of Agreement and Fair Work Information Statement

39.1 An up-to-date copy of this Agreement shall be posted and maintained by Kmart in a prominent place accessible to all team members.

39.2 Kmart will provide new team members with a copy of the Fair Work Information Statement, in accordance with the NES, as soon as practicable after a new team member commences employment with Kmart.

40 Savings Provisions

40.1 Sunday Work

40.1.1 The requirement to work on Sunday as a part of a team member's roster of work shall operate under the arrangements in sub-clauses 40.1.2-40.1.7.

40.1.2 Team members engaged prior to 1 November 1994 and who at that time were not working Sunday as a part of their regular roster shall not be required to work on Sunday unless they agree to do so.

40.1.3 Team members engaged prior to 1 November 1994 and who were working Sunday as a part of their regular roster may continue to be required to work on Sunday.

40.1.4 Where trading on Sunday becomes legal during the life of this Agreement, team members engaged at the commencement of this Agreement shall not be required to work on Sunday as a part of their regular roster unless they agree to do so.

40.1.5 Where trading on Sunday becomes legal during the life of this Agreement, team members engaged after the commencement of Sunday trading may be required to work on Sunday as a part of their regular roster.

40.1.6 Where a team member protected by this clause transfers at his/her own request to a store where Sunday trading is already lawful and they are advised that they may be required to work on a Sunday, the team member will not have the right to refuse to work on Sundays at the new store.

40.1.7 Where a team member transfers at Kmart's request from a non-Sunday trading store to another store where Sunday trading is already lawful, the team member will retain the right to refuse to work on Sunday at the new store.

40.2 Team members in New South Wales on a premium roster immediately before the implementation of this Agreement, shall retain existing rosters and classification as a full-time team member and receive all pay rises under this Agreement.

40.3 Savings Provision - Change to Span of Hours

- 40.3.1 Team members employed as at 1st May 1998 who did not work beyond the span of hours as prescribed in the Kmart Australia Ltd Award 2001 may volunteer to work between 10.00 pm and 6.00 am Monday to Saturday inclusive. All other team members may be required to work such hours.
- 40.3.2 Work rostered between 6.00 pm and 10.00 pm Saturday shall be voluntary for all team members employed by Kmart prior to 1 November 1994. All other team members may be required to work such hours.

41 Individual Flexibility Term

- 41.1 Kmart and a team member covered by this agreement may agree to make an individual flexibility arrangement to vary the effect of one or more of the arrangements about when work is performed, overtime rates, penalty rates, allowances and leave loading to meet the genuine needs of Kmart and the team member.
- 41.2 The arrangement must be genuinely agreed to by Kmart and team member.
- 41.3 Kmart must ensure that the terms of the individual flexibility arrangement:
- 41.3.1 are about permitted matters under s.172 of the *Fair Work Act 2009*; and
 - 41.3.2 are not unlawful terms under s.194 of the *Fair Work Act 2009*; and
 - 41.3.3 result in the team member being better off overall than the team member would be if no arrangement was made.
- 41.4 Kmart must ensure that the individual flexibility arrangement is in writing, includes Kmart's company name and the name of the team member, and is signed by an authorised representative of Kmart and the team member and if the team member is under 18 years of age, a parent or guardian of the team member must also sign the agreement.
- 41.5 The individual flexibility arrangement must include details of:
- 41.5.1 the terms of this Agreement that will be varied by the arrangement;
 - 41.5.2 how the arrangement will vary the effect of the terms;
 - 41.5.3 how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 41.5.4 state the day on which the arrangement commences.
- 41.6 Kmart must give the team member a copy of the individual flexibility agreement within 14 days after it is agreed.
- 41.7 Kmart or the team member may terminate the individual flexibility arrangement by giving no more than 28 days written notice to the other party to the arrangement or if Kmart and team member agree, in writing at any time.

42 Guidelines Concerning Security Procedures

42.1 Preamble

- 42.1.1 The following guidelines are designed to deal with the industrial relations difficulty that arises where security measures are taken by Kmart concerning a team member suspected of dishonest practices. These guidelines should be followed to the extent practicable and honoured in spirit rather than in absolute terms. These guidelines should have application in normal situations but it ought to be understood that, if abnormal situations arise making it impossible for them to be adhered to, the Union will accept, in place of the guidelines, such protective measures as are within the spirit of the guidelines but which may not be embraced within their written terms.
- 42.1.2 The guidelines have no relevance to the questioning of team members in the ordinary course of employment concerning security matters unconnected with any liability by the relevant team member.

42.2 Basis of Guidelines

- 42.2.1 The Union recognises that Kmart has the right to protect their property, interests and effects and have the right to establish and maintain proper security precautions towards this end. Shrinkage, which includes theft or misuse of company resources by team members is a significant concern for Kmart.
- 42.2.2 The Union recognises that such security precautions will include, at times, the employment of trained loss prevention personnel, charged with the responsibility of carrying out security investigations in a responsible manner.
- 42.2.3 The Union unreservedly states that it does not condone or countenance dishonesty, or any other form of malpractice, in the industry.
- 42.2.4 The Union recognises that their members have an obligation under their employment contracts to carry out their duties in fidelity to Kmart's interests and that members of the Unions will at all times act to protect the property, interests and effects of Kmart against theft or dishonesty by any person.
- 42.2.5 Within these general principles the Union is concerned to ensure that a proper regard is paid to their member's particular interests and liberties and, to this end, agree to these guidelines as normally regulating security matters touching the employment of their members.

42.3 Team Member Interviews

- 42.3.1 When Kmart is trying to discover whether, or by whom, an offence or breach of company security or misuse of resources has been committed Kmart is entitled to question any team member, whether suspected or not, from whom useful information may be obtained.
- 42.3.2 As soon as Kmart has reasonable grounds for suspicion that a team member has committed an offence Kmart will ask such team member whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, he or she shall caution the team member before putting to him or her any questions, or further questions, relating to that offence.
- 42.3.3 The caution shall be in the following terms: "You are not obligated to say anything unless you wish to do so but what you say may be put into writing and given in evidence."
- 42.3.4 After providing the caution in sub-clause 42.3.3, Kmart shall then bring to the team member's attention the right under these guidelines to ask for the attendance of a nominated

team member who is immediately available to be present as a witness during the course of the interview.

- 42.3.5 Kmart may object to the presence of any particular person as a witness at such interview where there is a conflict of interest or if there is a reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of a team member as a witness at a security interview will be subject to the witness maintaining confidentiality and not revealing to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.
- 42.3.6 During the course of any such interview management or loss prevention personnel shall conduct themselves in a courteous manner toward the team member being interviewed.
- 42.3.7 Where a loss prevention investigation involves a team member remaining at Kmart's premises, or elsewhere at Kmart's direction, outside of the team member's ordinary working time, such team member shall be paid overtime in accordance with clause 15 and the overtime rate set out in the Relevant Pay Schedule.
- 42.3.8 As a general principle team members who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer a team member, or change his or her duties. In such a case maximum care is to be exercised by Kmart so as to prevent any odium attaching to the team member as a result of the transfer or change in duties.

42.4 Cash Shortages

- 42.4.1 Team members whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such team member has sole access to such money.
- 42.4.2 This provision shall not affect Kmart's right to take such disciplinary or legal action as Kmart considers necessary.

42.5 Security Checks of Bags, Parcels and/or Lockers

- 42.5.1 Kmart is entitled to conduct routine security checks of team member bags and/or parcels at points of exit and entry used by team members.
- 42.5.2 Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or alternatively that the team member has given permission for such search to take place in his or her absence.
- 42.5.3 Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member to be present during such proposed search or check.

42.6 Carrying of Moneys

- 42.6.1 Team members involved in the responsibility of carrying moneys belonging to Kmart, to or from a bank or other institution shall be accompanied at such times by a responsible fellow team member. Kmart shall not require a team member to have money chained, handcuffed or fastened to a team member's person, unless such fastening is engaged to the team member with a quick-release mechanism.

43 Staff Entrances and Exits

- 43.1 Kmart may require team members to use staff entrances and exits while entering or leaving the store during such times as the team member is rostered to work. Kmart shall not require a team member to use staff entrances and exits in a store when a team member wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave.

44 Interaction with the NES

- 44.1 This Agreement does not exclude the NES or any provision of the NES. Where this Agreement contains terms that are supplementary or ancillary to the NES, terms that have the same or substantially the same effect as the NES or terms that are expressly permitted to be included in this Agreement, the interaction between the terms of this Agreement and the provisions of the NES are governed by the *Fair Work Act 2009*.
- 44.2 Nothing in this clause has the effect of lessening any entitlement in this Agreement that is supplementary or ancillary to the NES.
- 44.3 The inclusion of provisions of the NES in this Agreement is not intended to create any duplicate entitlement to both an NES provision and the same entitlement as far as it is replicated in this Agreement.

45 Trade Union Training Leave and Union Matters

45.1 Trade Union Training Leave

45.1.1 Paid Trade Union Training Leave

- 45.1.1(i) Kmart will pay a Union Delegate in accordance with the roster they would have worked whilst the delegate is attending a Trade Union Training Course conducted by the Union.
- 45.1.1(ii) Each store will provide up to a maximum of five (5) days paid leave per store per annum, non-cumulative.
- 45.1.1(iii) An additional 5 days Trade Union Training Leave per store will be available for training new delegates where the standard 5 days per store has been exhausted. For the purpose of this sub-clause, a new delegate shall mean a delegate who has not completed the introductory delegates course but shall not include specific issues training, for example, enterprise bargaining.
- 45.1.1(iv) At each store, the maximum number of team members attending a course for the purpose of trade union training leave shall be two except where trade union training leave is utilised for the purpose of training on new enterprise agreements where more delegates may be released for this purpose.
- 45.1.1(v) An additional one (1) day paid leave per delegate will be provided for training on new enterprise agreements provided that a further one (1) day training can be utilised from the 5 days paid leave referred to in sub-clause 45.1.1(ii).
- 45.1.1(vi) In consultation between Kmart and the Branch Secretaries or their representatives, additional paid leave will be provided for training on key legislative changes.
- 45.1.1(vii) Each application to attend a training course and receive full pay during the consequent absence must be in writing and endorsed by either a state or federal official of the Union.

- 45.1.1(viii) Kmart shall not be required to pay the cost of travel to and from the place where such courses are conducted and/or any accommodation costs during such leave.
- 45.1.1(ix) On completion of the course the team member shall provide, upon request, proof satisfactory to Kmart of their attendance at the course.

45.1.2 Unpaid Leave

- 45.1.2(i) With prior arrangement at store level, a Union Delegate may be released from their employment duties for up to five (5) days per calendar year, to participate in Union activities associated with membership recruitment.
- 45.1.2(ii) Delegates so released from their duties shall be on leave without pay.
- 45.1.2(iii) Kmart may refuse to grant unpaid leave if it would impact negatively on the operation of the business, provided that requests for unpaid leave shall not be unreasonably refused by the company.

45.1.3 To access Trade Union Leave, at least four weeks' notice shall be given to the Store Manager.

45.1.4 Leave granted pursuant to this clause shall count as service for all purposes of the Agreement.

45.1.5 Leave will not be granted during key operational periods.

45.2 Union Matters

- 45.2.1 For the duration of the Agreement, Kmart recognises the Union as being the Union that may have representation of team members covered by this Agreement (the SDA nationally except for the coverage area of Queensland specified in sub-clause 4.1 and in that case the AWU (QLD Branch) and this representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.
- 45.2.2 Kmart recommends to team members covered by this Agreement wishing to join the appropriate Union, that they be members of the SDA nationally except for the coverage area of Queensland specified in sub-clause 4.1 and in that case the AWU (QLD Branch). Team members who do not wish to be members of the union will not have their employment prejudiced in any way by their decision.
- 45.2.3 All new team members covered by the Agreement, shall upon induction, be given an application form to join the Union and any appropriate literature provided by the Union.
- 45.2.4 A team member who is credentialed by the Union as Union Delegate ("Union Delegate") shall, upon notification to Kmart, be recognised as the accredited representative of the Union.
- 45.2.5 A Union Delegate shall have the right to discuss work related matters of concern of any team member or to convey information relating to the workplace to team members, provided that the Union Delegate does not unduly interfere with the work in progress, and that they initially follow the Disputes Resolution Procedure in Clause 38.
- 45.2.6 A Union Delegate shall be allowed a reasonable period of time during working hours to interview an authorised official of the Union, provided it does not unnecessarily interrupt the operations of the store.

- 45.2.7 The period of time is expected to be no greater than half an hour. The time spent in discussions between the Union Delegate and the authorised Union official shall be devoted to legitimate union business.
- 45.2.8 The Union Delegate shall not be unreasonably denied access to a telephone to contact the Union official to progress enquires on behalf of a member on work related matters.
- 45.2.9 The Union Delegate shall have the right to place notices on the section of the notice board designated for their use within the store, provided that such notices are authorised by the Union and deal with legitimate union matters.
- 45.2.10 Kmart shall introduce to a Union Delegate, all new team members as soon as is reasonably practicable.
- 45.2.11 Kmart shall provide in each store a notice board (of reasonable dimensions) or section of a notice board, for the display of union notices authorised by the Branch Secretary of the Union.
- 45.2.12 Kmart shall provide the Union with one paid meeting of 30 minutes duration per team member, per store, in each half year, on the following basis:
- 45.2.12(i) dates, times and format of meetings to be mutually agreed between the Store Manager and the Union;
 - 45.2.12(ii) normal store operations are to be maintained at all times;
 - 45.2.12(iii) meetings are non-cumulative and non-transferable between stores; and
 - 45.2.12(iv) meetings may be linked to lunch or tea breaks.

46 Workplace Health and Safety

- 46.1 Kmart has an obligation to provide a safe and healthy workplace for its team members, contractors and other visitors to our workplaces.
- 46.2 Kmart will ensure all reasonably practicable measures have been taken to control risks.
- 46.3 Team members have a mutual obligation to achieve and maintain a safe and healthy workplace and abide by Kmart workplace health and safety policies, directions and rules, including abiding by safe work practices and the requirements for the reporting of accidents and incidents, including to the relevant manager.
- 46.4 As soon as practicable after a decision is made to renovate a store, Kmart shall notify the relevant workplace health and safety representatives, all affected team members and the relevant union for the store.
- 46.5 Kmart shall take appropriate action to minimise or where possible eliminate any risks to team member health and safety during renovations. Team members shall cooperate with Kmart's directions during renovations to minimise risks within the workplace.
- 46.6 Kmart shall provide hand sanitiser for team member use in stores. Hand sanitiser is located in the check-out area of the store.
- 46.7 Nothing in this clause is intended to detract from any obligation Kmart has under any applicable State/Territory workplace health and safety laws.

46.8 Team members completing their shift at a late time (after dark) may:

- 46.8.1 be encouraged to leave the store in the company of other team members to give an element of security through numbers;
- 46.8.2 request an escort to their car after finishing work, regardless of sub-clause 46.8.1;
- 46.8.3 A request by the team member under sub-clause 46.8.2, shall not unreasonably be refused by Kmart.

47 Accident Make-up Pay

- 47.1 A Team member in Victoria who was employed by Kmart immediately before the commencement of this Agreement shall continue to be eligible to receive accident pay whilst in receipt of any compensation payable under the *Accident Compensation Act (Vic) 1985* (as amended) (or any successor legislation).
- 47.2 Accident pay payable under this clause is determined by comparing:
 - 47.2.1 the accident compensation payment payable under the provisions of the *Accident Compensation Act 1985* (Vic) (as amended) (or any successor legislation); and
 - 47.2.2 the team member's weekly pay at the time of the accident calculated by multiplying the team member's base rate of pay (for permanent team members) or the casual rate of pay (for casual team members) paid under this Agreement for the average rostered hours worked by the team member at the time of the accident.

Accident pay is paid if the amount under sub-clause 47.2.2 is higher than sub-clause 47.2.1. The Accident pay payable will be the difference between 47.2.1 and 47.2.2.
- 47.3 Payment of accident pay will be limited to a maximum of 39 weeks in total.
- 47.4 Accident pay under this clause does not apply in respect of an injury suffered during the first 7 consecutive days (including non-working days) on which the team member is incapacitated.

48 Signatories to this Agreement

Tristram Gray, as General Manager,
Human Resources, of Kmart Australia Ltd,
who is duly authorised to sign this
workplace agreement on behalf of Kmart
Australia Ltd



Kmart Australia Ltd

690 Springvale Road
Mulgrave VIC 3170

Date 5th December 2018.

Gerard Dwyer, as National Secretary of
the Shop Distributive and Allied
Employees' Association, who is duly
authorised to sign this workplace
agreement pursuant to the rules of the
Shop, Distributive and Allied Employees'
Association



The Shop Distributive and Allied
Employees Association

6th Floor, 53 Queen Street
MELBOURNE VIC 3000

Date 6th December 2018

Steve Baker, as State Secretary of the
Australian Workers' Union of Employees,
Queensland, who is duly authorised to
sign this workplace agreement pursuant
to the rules of the Australian Workers'
Union of Employees, Queensland



The Australian Workers' Union of
Employees, Queensland

12th Floor, 333 Adelaide Street
BRISBANE QLD 3000

Date 11th December 2018

Appendix A-Supported Wage

1. Workers Eligible for a Supported Wage

- 1.1 This Appendix defines 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 this Agreement. In the context of this Appendix, the following definitions will apply:

"Supported Wage System" (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

"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.

"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*, as amended from time to time, or any successor to that scheme.

"Assessment instrument" means the form 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.

"Supported 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.

2. Eligibility Criteria

- 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.
- 2.2 The Appendix does not apply to any team member employed by Kmart who has a claim against Kmart which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their employment.

3. Supported Wage Rates

- 3.1 Team members to whom this Appendix applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing, according to the following schedule:-

<u>Assessed Capacity</u>	<u>% of Prescribed Agreement Rate</u>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%

60%	60%
70%	70%
80%	80%
90%	90%

- 3.2 The minimum amount payable shall be not less than \$87.00 per week. Adjustments to the minimum amount payable will automatically be increased to reflect any increases flowing from any Supported Wage decision that may apply during the life of the Agreement.
- 3.3 Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4. Assessment of Capacity

- 4.1 For the purpose of establishing the percentage of the Agreement rate to be paid to a team member under this Agreement, the productive capacity of the team member will be assessed in accordance with the Supported Wage System by an Approved Assessor, having consulted with Kmart and the team member, and if the team member so desires, a union which the team member is eligible to join.
- 4.2 All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and be retained by Kmart as a time and wages record in accordance with the *Fair Work Act 2009*.

5. Lodgement of SWS Wage Assessment Agreement

- 5.1 All SWS Wage Assessment Agreements under the conditions of this Appendix, including the appropriate percentage of the Agreement wage to be paid to the team member, shall be lodged by Kmart with the FWC.
- 5.2 All SWS Wage Assessment Agreements shall be agreed and signed by the team member and Kmart party to the assessment. Where a union, which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by FWC to the union by certified mail and the agreement will take effect unless provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

6. Review of Assessment

- 6.1 The assessment of the applicable percentage should be subject to annual review or more frequent review on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

7. Other Terms and Conditions of Employment

- 7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Team members covered by the provisions of this Appendix will be entitled to equal terms and conditions of employment as all other workers covered by this Agreement, paid on a pro rata basis. To avoid doubt the applicable supported wages percentage applies to the rates of pay under this Agreement as follows:

Rate under this Agreement	Supported Wage % applied to
Base rate of pay	To the base rate of pay
Casual rate of pay	To the casual rate
All other day work and night shift work rates (other than the base rate and casual rate)	To the fixed amounts for all hours set out in the relevant Pay Schedules of this Agreement plus one cent following the application of the relevant percentage.

- 7.2 No supported wages team member assessed with a capacity of less than 100% will be excluded from receiving the laundering allowance in sub-clause 9.9.5 of this Agreement by virtue of sub-clause 9.9.6.

8. Workplace Adjustment

- 8.1 When Kmart wishes to employ a person under the provisions of this Appendix, reasonable steps shall be taken to make changes in the workplace to enhance the team member's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

9. Trial Period

- 9.1 In order for an adequate assessment of the team member's capacity to be made, Kmart may employ a person under the provision 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.
- 9.2 During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- 9.3 The minimum amount payable to the team member during the trial period shall be no less than \$87.00 per week.
- 9.4 Work trials should include induction or training as appropriate to the job being trialed.
- 9.5 Where Kmart and the team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause 4 of this Appendix, Assessment of Capacity.

Appendix B-Saved Rates of Pay for Existing Team Members

1. Saved Base Rates and Saved Casual Rates of Pay for Existing Team Members Under 16 Years and SSCO & Image Centre Specialists of all Ages

- 1.1 Where a team member was, immediately before the commencement of this Agreement, under 16-years of age and/or employed as a SSCO or Image Centre Specialist the team member will be entitled to a “saved base rate of pay” for the hours of work Monday to Friday 7am-6pm for permanent team members (“**Saved Base Rate of Pay Hours**”) or a “saved casual rate of pay” for the hours Monday to Friday 7am-6pm for casual team members (“**Saved Casual Rate of Pay Hours**”). (Note: under-16 casual team members also receive saved casual weeknight rates of pay – see 1.8 below).
- 1.2 Saved rates of pay apply because under the terms of this Agreement an under 16-year old team member has an entitlement to a junior rate of 45% of the adult rate of pay (not 50% as was previously the case) and SSCO and Image Centre Specialists are classified at Level 1 when they were previously classified at Level 2.
- 1.3 Subject to the other provisions of this Appendix, a permanent team member is entitled to continue to receive a saved base rate of pay whilst the team member works hours Monday to Friday 7am-6pm and a casual team member is entitled to continue to receive a saved casual rate of pay whilst the team member works hours Monday to Friday 7am-6pm.
- 1.4 A permanent team member entitled to a saved base rate of pay, who works hours other than “**Saved Base Rate of Pay Hours**”, is paid at the rates in the Relevant Pay Schedule for those hours, unless another type of saved rate applies under this Appendix. A casual team member entitled to a saved casual rate of pay, who works hours other than “**Saved Casual Rate of Pay Hours**”, is paid at the rates in the Relevant Pay Schedule for those hours, unless another type of saved rate applies under this Appendix.
- 1.5 An entitlement to a saved base rate of pay or saved casual rate of pay is impacted by the below circumstances:

Team Member Type	Circumstance Impacting on a Saved Base Rate of Pay or Saved Casual Rate of Pay	Impact on the Saved Base Rate of Pay or Saved Casual Rate of Pay
Permanent	The base rate of pay in the Relevant Pay Schedule exceeds a saved base rate of pay*	The higher base rate of pay in the Relevant Pay Schedule applies and the saved base rate of pay no longer applies and will never apply again.
Casual	The casual rate of pay in the Relevant Pay Schedule exceeds a saved casual rate of pay*	The higher casual rate of pay in the Relevant Pay Schedule applies and the saved casual rate of pay no longer applies and will never apply again.
Permanent	A team member stops working “ Saved Base Rate of Pay Hours ”	The rate in the Relevant Pay Schedule applies. If the change involves the team member partly working “ Saved Base Rate of Pay Hours ” and other hours the saved base rate of pay continues to apply to “ Saved Base Rate of Pay Hours ” until the base rate of pay in the Relevant Pay Schedule exceeds the saved base rate of pay.
Casual	A casual team member stops working “ Saved Casual Rate of Pay Hours ”	The rate in the Relevant Pay Schedule applies. If the change involves the team member partly working “ Saved Casual Rate of Pay Hours ” and other hours the saved casual rate of pay continues to apply to “ Saved Casual Rate of Pay Hours ” until the casual rate of pay in the Relevant Pay Schedule exceeds the saved casual rate of pay.
Part-time	A part-time team member works a period of limited tenure	The part-time team member is entitled to the saved base rate of pay during the limited tenure period, unless a higher amount applies to the work under the Relevant Pay Schedule because the hours being worked are not “ Saved Base Rate of Pay Hours ” or the team member is working in a higher classification during the limited tenure period.

Part-time	A part-time team member stops working a period of limited tenure	The team member is entitled to the saved base rate of pay for "Saved Base Rate of Pay Hours".
Casual	A casual team member works a period of limited tenure	The team member is entitled to the permanent rates of pay in the Relevant Pay Schedule during the limited tenure period.
Casual	A casual team member stops working a period of limited tenure	Following the period of limited tenure the casual team member retains their entitlement to a saved casual rate of pay if they work "Saved Casual Rate of Pay Hours".
Part-time	A part-time team member works additional hours at their classification level as contemplated by sub-clause 12.17 of this Agreement	The team member is entitled to the saved base rate of pay for any additional hours worked during "Saved Base Rate of Pay Hours", unless overtime rates apply. If the additional hours are not worked during "Saved Base Rate of Pay Hours" the higher rate under the Relevant Pay Schedule is paid for the additional hours, unless overtime rates apply.
Part-time	A part-time team member works additional hours as contemplated by sub-clause 12.17 of this Agreement at a lower level classification	The team member is paid the rates of pay in the Relevant Pay Schedule for the lower level classification for the additional hours, unless a higher rate is paid under the Relevant Pay Schedule for the additional hours at the lower level classification or unless overtime rates apply to the additional hours at the lower level classification.
Permanent	A team member takes unpaid leave	A saved base rate of pay does not apply during periods of unpaid leave.
Permanent	A team member takes a form of paid leave under this Agreement to which they are entitled	The saved base rate of pay applies instead of the base rate under the Relevant Pay Schedule that applies to that leave, unless a higher rate applies under the relevant leave clause.
Part-time	A part-time team member's contract hours are permanently increased or decreased by agreement	The saved base of pay applies to any increased hours worked in "Saved Base Rate of Pay Hours", where those hours are at the classification level. If the team member's contract hours are increased for hours at a lower or higher level classification the additional hours are paid at the rates in the Relevant Pay Schedule for that lower or higher level classification.
All	A team member works on a public holiday	The saved base rate of pay or saved casual rate of pay does not apply on a public holiday. All work on a public holiday is paid in accordance with the public holiday rates of pay in Relevant Pay Schedule.
All	A team member works overtime	The saved base rate of pay or saved casual rate of pay does not apply when overtime is worked. All overtime is paid in accordance with the overtime rates of pay in Relevant Pay Schedule.
Part-time	A part-time team member becomes a full-time team member	The saved base rate of pay applies to any increased "Saved Base Rate of Pay Hours". If the increased hours are worked at hours other than "Saved Base Rate of Pay Hours" the rates in the Relevant Pay Schedule apply.
Permanent	A permanent team member becomes a casual team member	The casual rate of pay for an existing team member in the Relevant Pay Schedule applies.
Permanent	A permanent team member is given notice and payment in lieu of notice is made to the team member	If the team member was entitled to a saved base rate of pay for all or some of the hours worked these amounts are included in the payment in lieu of notice under clause 17.6 of this Agreement.
Permanent	A permanent team member's position is made redundant	The saved base rate of pay applies to any severance pay.
All	A team member entitled to a saved weekly rate of pay is receiving workers compensation	The saved base rate of pay (or saved casual rate of pay for casuals) will form part of the team member's pre-injury earnings if the team member is injured, whilst the saved rate of pay applies to them. If the team member is fully incapacitated and they return to work following the commencement of this Agreement they are entitled to the saved base rate of pay for "Saved Base Rate of Pay Hours" worked or a saved casual rate of pay for "Saved Casual Rate of Pay Hours".

*This may occur if the team member becomes entitled to a higher base rate of pay (or higher casual rate of pay) because of an wage increase that applies to the pay rates in the Relevant Pay Schedule, a team member becomes entitled to a higher junior rate because of a birthday or because the team member has been promoted to a higher classification in this Agreement that attracts a higher base rate of pay than their saved rate of pay.

1.6 Saved Base Rates of Pay apply for under 16-year old team members (Other than SSCO and Image Centre Specialists)

The following saved base rates of pay apply to permanent team members for "Saved Base Rate of Pay Hours" from the first pay period on or after the dates shown below:

Under 16 years of Age	From Commencement	1 July 2019	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022
Level 1	\$10.9190	\$11.0043	\$11.0912	\$11.1780	\$11.2663	\$11.3547	\$11.4446	\$11.5344
Level 2	\$11.1920	\$11.2794	\$11.3684	\$11.4574	\$11.5479	\$11.6384	\$11.7306	\$11.8227

The following saved casual rates of pay apply to casual team members for "Saved Casual Rate of Pay Hours" from the first pay period on or after the dates shown below:

Under 16 years of Age	From Commencement	1 July 2019	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022
Level 1	\$13.1028	\$13.2052	\$13.3094	\$13.4136	\$13.5196	\$13.6256	\$13.7335	\$13.8413
Level 2	\$13.4304	\$13.5353	\$13.6421	\$13.7489	\$13.8575	\$13.9661	\$14.0767	\$14.1872

1.7 Saved Base Rates Pay for SSCO and Image Centre Specialists of all ages

The following saved base rates of pay apply to permanent team members for "Saved Base Rate of Pay Hours" from the first pay period on or after the dates shown below:

Age	From Commencement	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 years & over	\$22.3985	\$22.5881	\$22.7810	\$22.9739	\$23.1702	\$23.3665	\$23.5662	\$23.7659
19 years	\$17.9189	\$18.0705	\$18.2248	\$18.3792	\$18.5362	\$18.6933	\$18.8531	\$19.0129
18 years	\$15.6790	\$15.8117	\$15.9467	\$16.0818	\$16.2192	\$16.3566	\$16.4964	\$16.6362
17 years	\$13.4392	\$13.5529	\$13.6686	\$13.7844	\$13.9022	\$14.0199	\$14.1397	\$14.2596
16 years	\$11.1993	\$11.2941	\$11.3906	\$11.4870	\$11.5851	\$11.6833	\$11.7832	\$11.8830
Under 16 years	\$11.1920	\$11.2794	\$11.3684	\$11.4574	\$11.5479	\$11.6384	\$11.7383	\$11.8227

The following saved casual rates of pay apply to casual team members for "Saved Casual Rate of Pay Hours" from the first pay period on or after the dates shown below:

Age	From Commencement	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 years & over	\$26.8782	\$27.1057	\$27.3372	\$27.5687	\$27.8042	\$28.0398	\$28.2794	\$28.5191
19 years	\$21.5027	\$21.6846	\$21.8698	\$22.0550	\$22.2434	\$22.4320	\$22.6237	\$22.8155
18 years	\$18.8148	\$18.9740	\$19.1360	\$19.2982	\$19.4630	\$19.6279	\$19.7957	\$19.9634
17 years	\$16.1270	\$16.2635	\$16.4023	\$16.5413	\$16.6826	\$16.8239	\$16.9676	\$17.1115
16 years	\$13.4392	\$13.5529	\$13.6687	\$13.7844	\$13.9021	\$14.0200	\$14.1398	\$14.2596
Under 16 years	\$13.4304	\$13.5353	\$13.6421	\$13.7489	\$13.8575	\$13.9661	\$14.0767	\$14.1872

1.8 Saved Casual Rates of Pay for Existing Casual Weeknight Team Members Under 16 Years

- 1.8.1 Where an existing Level 1 or 2 casual team member is under 16 years of age they will be entitled to a "saved casual weeknight rate of pay" for the hours Monday to Friday 6pm-11pm ("Saved Casual Weeknight Rate of Pay Hours").
- 1.8.2 The saved casual weeknight rates of pay apply because the increase in the casual rate provide by the FWC with the introduction of weeknight penalties between 6pm-11pm under the GRIA for these employees is less than the saved base rate for existing under-16 casual team members.
- 1.8.3 A casual team member entitled to a saved casual weeknight rate of pay, who works hours other than "Saved Casual Weeknight Rate of Pay Hours", is paid at the rates in the Relevant Pay Schedule for those hours, unless another type of saved rate applies under this Appendix.
- 1.8.4 The following saved casual rates of pay apply to casual team members for "Saved Casual Weeknight Rate of Pay Hours" from the commencement of the Agreement unless and until they are exceeded by the relevant Day Work casual rates of pay in Pay Schedules 2 and 6 (as adjusted):

Under 16 years of Age	From Commencement	1 July 2019	1 January 2020	1 July 2020	1 January 2021	1 July 2021	1 January 2022	1 July 2022
Level 1	\$13.1028	\$13.2052	\$13.3094	\$13.4136	\$13.5196	\$13.6256	\$13.7335	\$13.8413
Level 2	\$13.4304	\$13.5353	\$13.6421	\$13.7489	\$13.8575	\$13.9661	\$14.0767	\$14.1872

- 1.8.5 An entitlement to a saved casual weeknight rate of pay is impacted by the below circumstances:

Circumstance Impacting on Saved Casual Weeknight Rate of Pay	Impact on the Saved Casual Weeknight Rate of Pay
The casual rate of pay in the Relevant Pay Schedule exceeds a saved casual weeknight rate of pay*	The higher casual rate of pay in the Relevant Pay Schedule applies and the saved casual weeknight rate of pay no longer applies and will never apply again.
A casual team member stops working "Saved Casual Weeknight Rate of Pay Hours"	The rate in the Relevant Pay Schedule applies. If the change involves the team member partly working "Saved Casual Weeknight Rate of Pay Hours" and other hours the saved casual rate of pay continues to apply to "Saved Casual Weeknight Rate of Pay Hours" until the casual rate of pay in the Relevant Pay Schedule exceeds the saved casual weeknight rate of pay.
A casual team member works a period of limited tenure	The team member is entitled to the permanent rates of pay in the Relevant Pay Schedule during the limited tenure period.
A casual team member stops working a period of limited tenure	Following the period of limited tenure, the casual team member retains their entitlement to a saved casual weeknight rate of pay if they work "Saved Casual Weeknight Rate of Pay Hours".
A casual team member works on a public holiday	The saved casual weeknight rate of pay does not apply on a public holiday. All work on a public holiday is paid in accordance with the public holiday rates of pay in Relevant Pay Schedule.
A casual team member works overtime	The saved casual weeknight rate of pay does not apply when overtime is worked. All overtime is paid in accordance with the overtime rates of pay in Relevant Pay Schedule.
A casual team member entitled to a saved weekly rate of pay is receiving workers compensation	The saved casual weeknight rate of pay will form part of the team member's pre-injury earnings if the team member is injured, whilst the saved rate of pay applies to them. If the team member is fully incapacitated and they return to work following the commencement of this Agreement they are entitled to the saved casual weeknight rate of pay for "Saved Casual Weeknight Rate of Pay Hours".

*This may occur if the team member becomes entitled to a higher base rate of pay (or higher casual rate of pay) because of an wage increase that applies to the pay rates in the Relevant Pay Schedule, a team member becomes entitled to a higher junior rate because of a birthday or because the team member has been promoted to a higher classification in this Agreement that attracts a higher base rate of pay than their saved rate of pay.

- 1.9 Kmart must not change the roster of a permanent team member entitled to a saved base rate of pay for the purpose of avoiding the payment of a saved base rate of pay. Kmart must not offer, or fail to offer a shift to a casual team member for the purpose of avoiding the payment of a saved casual rate of pay or saved casual weeknight rate of pay.

2. Saved Weekly Rates of Pay for Eligible Existing Permanent Team members

- 2.1 A permanent team member who, immediately before 2 December 2018 worked a roster that wholly or partly included the following hours:
- 2.1.1 Saturday 8pm to Midnight;
 - 2.1.2 Sunday 7pm-Midnight (Sunday 10pm-Midnight in 24-hour trade stores);
 - 2.1.3 Midnight to 6am on any night of the week;
 - 2.1.4 Hours that cross the span of ordinary hours for day work and night work as described in clause 10 of this Agreement (and who transitions to either day work or night shift work);

will be entitled to a “Saved Weekly Rate of Pay” if the team member’s weekly pay under the Relevant Pay Schedules after the commencement of this Agreement, is the same or lower than the weekly amount the team member received immediately before 2 December 2018, for the same roster.

- 2.2 The entitlement to a “Saved Weekly Rate of Pay” under this sub-clause includes team members who may be entitled to a saved base rate of pay under sub-clause 1 of this Appendix, because the team member was an existing team member and is under 16 years of age or a SSCO or Image Centre Specialist. In this event, the team member becomes entitled to a “Saved Weekly Rate of Pay” instead of receiving a saved base rate of pay, subject to the provisions of this sub-clause.
- 2.3 A “Saved Weekly Rate of Pay” will apply under the terms of this Agreement because there are lower penalty rate amounts that apply under this Agreement for some existing team members for the hours set out in 2.1.1-2.1.3 than applied before the commencement of this Agreement.
- 2.4 In the case of a team member whose roster crosses the span of ordinary hours for day work and night work and who transitions to either day or night work, a “Saved Weekly Rate of Pay” will apply if the team member’s weekly pay under the Relevant Pay Schedule is the same or lower than the weekly pay received the team member received immediately before the transition to day or night work . References in sub-clause 2.1 to 2 December 2018 should be read as immediately before the transition to day or night work for such team members.
- 2.5 If a team member is impacted by a circumstance in sub-clause 2.1 and following the commencement of this Agreement the team member’s weekly pay under the Relevant Pay Schedule is higher than the weekly amount the team member received prior to the commencement of this Agreement no “Saved Weekly Rate of Pay” applies and the team member is paid in accordance with the Relevant Pay Schedule, unless the team member is otherwise entitled to a saved base rate of pay under sub-clause 1 of this Appendix.
- 2.6 A team member entitled to a “Saved Weekly Rate of Pay” is entitled to continue to receive the “Saved Weekly Rate of Pay” whilst the team member works the hours to which the “Saved Weekly Rate of Pay” applies until the team member’s weekly rate of pay under the Relevant Pay Schedules exceeds the “Saved Weekly Rate of Pay” for the same roster to which the saved weekly rate applies.

2.7 An entitlement to a "Saved Weekly Rate of Pay" is impacted by the below circumstances:

Team Member Type	Circumstance Impacting on a "Saved Weekly Rate of Pay"	Impact on the "Saved Weekly Rate of Pay"
Permanent	The total of the amounts in the Relevant Pay Schedule exceeds the "Saved Weekly Rate of Pay" for the roster to which the saved weekly rate applies*	The rates in the Relevant Pay Schedule apply and the "Saved Weekly Rate of Pay" no longer applies and will never apply again. This does not apply if the total of the amounts in the Relevant Pay Schedule exceeds the "Saved Weekly Rate of Pay" because of the payment of overtime or in the case of part-time team members because of the payment for additional hours.
Permanent	A team member stops working the roster to which the "Saved Weekly Rate of Pay" applies	The team member is entitled to the rates of pay contained in the Relevant Pay Schedule of this Agreement for all hours, unless that team member would have, but for the "Saved Weekly Rate of Pay" being in operation, have been entitled to a saved base rate of pay in which case the saved base rate will apply to any "Saved Base Rate of Pay Hours" worked.
Part-time	A part-time team member works during a period of limited tenure	The team member is not entitled to the saved weekly rate during a period of limited tenure, however if that team member, but for the "Saved Weekly Rate of Pay" being in operation, would have been entitled to a saved base rate of pay then the saved base rate will apply to hours worked during the limited tenure in "Saved Base Rate of Pay Hours".
Part-time	A part-time team member stops working a period of limited tenure	The team member is entitled to the "Saved Weekly Rate of Pay" that applied before the team member worked the limited tenure period for the same roster to which the Saved Weekly Rate of Pay applies.
Part-time	A part-time team member team member works additional hours at their classification level as contemplated by sub-clause 12.17 of this Agreement	The team member is entitled to the pay rate that applies in the Relevant Pay Schedule for the additional hours and the "Saved Weekly Rate of Pay" in relation to their ordinary rostered hours.
Part-time	A part-time team member works additional hours as contemplated by sub-clause 12.17 of this Agreement at a lower level classification	The team member is entitled to the pay rate that applies in the Relevant Pay Schedule for the lower level classification for the additional hours (Monday to Friday 7am-6pm) and the "Saved Weekly Rate of Pay" in relation to their ordinary rostered hours.
Permanent	A team member takes unpaid leave	A "Saved Weekly Rate of Pay" does not apply during periods of unpaid leave. If a team member works part of the hours to which the "Saved Weekly Rate of Pay" applies and takes unpaid leave for the remaining hours a pro rata amount of the "Saved Weekly Rate of Pay" applies for the hours so worked.
Permanent	A team member takes a form of paid leave under this Agreement to which they are entitled	A "Saved Weekly Rate of Pay" does not apply for any period of paid leave under this Agreement. The relevant base rate of pay applies in the Relevant Pay Schedule, unless the team member would have been entitled to a saved base rate of pay, in which case the saved base rate of pay applies for the paid leave, unless a higher amount applies under the relevant leave provision. If a team member works part of the hours to which the "Saved Weekly Rate of Pay" applies and takes paid leave for the remaining hours a pro rata amount of the "Saved Weekly Rate of Pay" applies for the hours so worked.
Part-time	A part-time team member's contract hours are permanently increased or decreased by agreement	A "Saved Weekly Rate of Pay" no longer applies and the team member is entitled to the rates of pay in the Relevant Pay Schedule for all hours, unless the team member would have been entitled to a Saved Base Rate of Pay, in which case the

		Saved Base Rate of Pay applies for any "Saved Base Rate of Pay Hours".
Permanent	A team member works on a public holiday	A "Saved Weekly Rate of Pay" does not apply on a public holiday. All work on a public holiday is paid in accordance with the public holiday rates of pay in Relevant Pay Schedule.
Permanent	A team member works overtime	A "Saved Weekly Rate of Pay" does not apply when overtime is worked. All overtime is paid in accordance with the overtime rates of pay in Relevant Pay Schedule.
Part-time	A part-time team member becomes a full-time team member	The team member is no longer entitled to a "Saved Weekly Rate of Pay" and is paid the rate in the Relevant Pay Schedule unless the team member would have been entitled to a Saved Base Rate of Pay, in which case the Saved Base Rate of Pay applies for any "Saved Base Rate of Pay Hours".
Permanent	A permanent team member becomes a casual team member	The team member is no longer entitled to a "Saved Weekly Rate of Pay" and is paid the existing team member casual rates of pay in the Relevant Pay Schedule.
Permanent	A permanent team member is given notice and payment in lieu of notice is made to the team member	The "Saved Weekly Rate of Pay" is included in the payment in lieu of notice.
Permanent	A permanent team member's position is made redundant	The "Saved Weekly Rate of Pay" is used for any severance pay.
Permanent	A team member entitled to a saved weekly rate of pay is receiving workers compensation	<p>The "Saved Weekly Rate of Pay" will form part of the team member's pre-injury earnings if the team member was injured whilst the "Saved Weekly Rate of Pay" applies to them. If the team member was fully incapacitated and they return to work following the commencement of this Agreement they are entitled to the "Saved Weekly Rate of Pay" if they return to work for the same roster to which the saved weekly rate applies.</p> <p>In the event that a restriction under a return to work plan prevents a team member returning to work to the same hours to which the "Saved Weekly Rate of Pay" applies team member is entitled to be paid a pro rata amount of the "Saved Weekly Rate of Pay" for the hours worked unless a higher amount applies under the Relevant Pay Schedule. Upon a full return to work to the roster to which the "Saved Weekly Rate of Pay" applies, the "Saved Weekly Rate of Pay" will apply to the team member".</p>

*This may occur if the team member becomes entitled to a higher weekly rate of pay because of a wage increase that applies to the pay rates in the Relevant Pay Schedule, a team member becomes entitled to a higher junior rate because of a birthday or because the team member has been promoted to a higher classification in this Agreement that attracts a higher weekly rate of pay than their "Saved Weekly Rate of Pay".

- 2.8 Permanent team members who have an entitlement to a "Saved Weekly Rate of Pay" will not have their roster changed for the purpose of avoiding the payment of the "Saved Weekly Rate of Pay" to which the team member is entitled.
- 2.9 A limited tenure contract must not be entered into if it has the effect of a "Saved Weekly Rate of Pay" team member earning less than the "Saved Weekly Rate of Pay".
- 2.10 A "Saved Weekly Rate of Pay" increases by 1.75% each year, pro-rated for the team member's age at the relevant junior rate percentage. Fifty percent of this amount is paid on commencement and from the first pay period on or after 1 July and 1 January during the life of this Agreement until the rates in the Relevant Pay Schedule are higher than the "Saved Weekly Rate of Pay" for the same roster and the "Saved Weekly Rate of Pay" no longer applies.

3 Saved Shift Rates of Pay for Eligible Existing Casual Team members

- 3.1 A casual team member who, immediately before 2 December 2018 regularly worked a shift or shifts that wholly or partly included the following hours:
- 3.1.1 Saturday 8pm to Midnight;
 - 3.1.2 Sunday 7pm-Midnight (Sunday 10pm-Midnight in 24-hour trade stores);
 - 3.1.3 Midnight to 6am on any night of the week;
 - 3.1.4 Sunday 7am-7pm (non-24-hour trade stores) or Sunday 6am-10pm (24-hour trade stores) (under 16-year old team members only);
 - 3.1.5 Hours that cross the span of ordinary hours for day work and night shift work as described in clause 10 of this Agreement (and who transitions to either day work or night shift work);
- will be entitled to a “Saved Shift Rate of Pay” if the team member’s shift rate of pay under the Relevant Pay Schedules after the commencement of this Agreement, is the same or lower than the shift amount the team member received for the same shift immediately before 2 December 2018 for any “regularly worked” shift.
- 3.2 In the case of a casual team member whose regularly worked shift crosses the span of ordinary hours for day work and night work and who transitions to either day or night shift work, a “Saved Shift Rate of Pay” will apply if the team member’s shift pay under the Relevant Pay Schedule is the same or lower than the shift pay the team member received immediately before the transition to day or night work. References in sub-clause 3.1 to 2 December 2018 should be read as immediately before the transition to day or night work for such team members.
- 3.3 For the purpose of this sub-clause, “regularly worked” means that during the period 3 months prior to 2 December 2018, that the casual team member worked at least fifty percent of their hours during one of the periods specified in sub-clause 3.1 (a team member may be entitled to more than one saved shift if they regularly worked at least fifty percent of their hours in two or more of the periods specified in sub-clause 3.1).
- 3.4 In the event that a team member who is entitled to a saved shift rate works less time on the saved shift than has been contemplated by the saved shift rate of pay, the team member will be paid a pro-rata amount of the saved shift rate of pay for the hours so worked.
- 3.5 In the event that a team member who is entitled to a “Saved Shift Rate of Pay” accepts a shift which has a greater total number of hours than the hours that attach to the “Saved Shift Rate of Pay” but the shift does not include all of the hours attached to the “Saved Shift Rate of Pay”, a pro-rata amount is paid for those hours worked that are attached to the “Saved Shift Rate of Pay” and the remainder of the hours worked are paid in accordance with the rates in the Relevant Pay Schedule. For example, if a “Saved Shift Rate of Pay” applies for the hours Saturday 8pm-Midnight and a team member accepts a shift from 5pm-11pm, the “Saved Shift Rate of Pay” is pro-rated and paid for the hours 8pm-11pm and the rate in the Relevant Pay Schedule is paid for the hours 5pm-8pm on Saturday.
- 3.6 In the event that a team member does not work all of a saved shift for any reason, the “Saved Shift Rate of Pay” is pro-rated for the hours so worked.
- 3.7 If a team member’s shift rate of pay is higher under the Relevant Pay Schedule than the shift amount the team member will receive for the same shift immediately after the commencement of this Agreement no “Saved Shift Rate of Pay” applies and the team member is paid in accordance with the Relevant Pay Schedules, unless the team member is otherwise entitled to a saved casual rate of pay under sub-clause 1 of this Appendix.
- 3.8 A team member entitled to a “Saved Shift Rate of Pay” is entitled to continue to receive the “Saved Shift Rate of Pay” whilst the team member works the hours to which the “Saved Shift Rate of Pay” applies until the team member’s shift rate of pay under the Relevant Pay Schedules exceeds the “Saved Shift Rate of Pay” for the same shift, regardless of the frequency that such shifts are worked following the commencement of this Agreement.

3.9 An entitlement to a "Saved Shift Rate of Pay" is impacted by the below circumstances:

Team Member Type	Circumstance Impacting on a "Saved Shift Rate of Pay"	Impact on the "Saved Shift Rate of Pay"
Casual	The total of the amounts in the Relevant Pay Schedule exceeds the "Saved Shift Rate of Pay" for the shift to which the "Saved Shift Rate of Pay" applies*	The rates in the Relevant Pay Schedule apply and the "Saved Shift Rate of Pay" no longer applies and will never apply again.
Casual	A team member stops working shifts to which the "Saved Shift Rate of Pay" applies	The team member is entitled to the rates of pay contained in the Relevant Pay Schedule of this Agreement for all hours, unless that team member would have, but for the "Saved Shift of Pay" being in operation, have been entitled to a saved casual rate of pay in which case the saved casual rate will apply to any "Saved Casual Rate of Pay Hours" worked.
Casual	A team member does not work a shift to which a "Saved Shift Rate of Pay" applies	There is no entitlement to any pay in respect of the saved shift.
Casual	A casual team member works a period of limited tenure	The team member is not entitled to the "Saved Shift Rate of Pay" during a period of limited tenure however, if that team member, but for the "Saved Shift Rate of Pay" being in operation, would have been entitled to a saved casual rate of pay then the equivalent saved base rate of pay will apply to hours worked during the limited tenure in "Saved Base Rate of Pay Hours".
Casual	A casual team member stops working a period of limited tenure	The team member is entitled to the "Saved Shift Rate of Pay" that applied before the team member worked the limited tenure period for the same roster to which the Saved Shift Rate of Pay" applies.
Casual	A team member works on a public holiday	The team member is paid in accordance with the public holiday rates of pay in the Relevant Pay Schedule. If a public holiday falls on a day to which a "Saved Shift Rate of Pay" applies and the team member works the saved shift the public holiday rates apply instead of the "Saved Shift Rate of Pay".
Casual	A team member works overtime	The team member is paid in accordance with the overtime rates of pay in the Relevant Pay Schedule. If a team member works overtime during a period to which a "Saved Shift Rate of Pay" applies the team member is paid the overtime rates of pay in the Relevant Pay Schedule unless the "Saved Shift Rate of Pay" is higher and in that case, the team member is paid the "Saved Shift Rate of Pay".
Casual	A casual team member takes a form of paid leave under this Agreement to which they are entitled	A "Saved Shift Rate of Pay" does not apply for any period of paid leave under this Agreement. The relevant casual rate of pay applies, unless the team member would have been entitled to a saved casual rate of pay, in which case the saved casual rate of pay applies as the relevant base rate for the paid leave, unless any higher amount would apply under the relevant leave provision.
Casual	A casual team member takes a form of unpaid leave under this Agreement to which they are entitled	A "Saved Shift Rate of Pay" does not apply for any period of unpaid leave under this Agreement.
Casual	A casual team member becomes a permanent team member	The team member is no longer entitled to a "Saved Shift Rate of Pay" and is paid the existing team member permanent rates of pay in the Relevant Pay Schedule.
Casual	A team member entitled to a "Saved Shift Rate of Pay" is receiving workers compensation	The "Saved Shift Rate of Pay" will form part of the team member's pre-injury earnings if the team member was injured whilst the "Saved Shift Rate of Pay" applies to them. If the team member was fully incapacitated and they return to work

		<p>following the commencement of this Agreement they are entitled to the "Saved Shift Rate of Pay" if they return to work the same shift to which the saved shift rate applies.</p> <p>In the event that a restriction under a return to work plan prevents a team member returning to work to the same shift to which the "Saved Shift Rate of Pay" applies team member is entitled to be paid a pro rata amount of the "Saved Shift Rate of Pay" for the hours worked unless a higher amount applies under the Relevant Pay Schedule. Upon a full return to work to the shift to which the "Saved Shift Rate of Pay" applies, the "Saved Shift Rate of Pay" will apply to the team member.</p>
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*This may occur if the team member becomes entitled to a higher shift rate of pay because of an wage increase that applies to the pay rates in the Relevant Pay Schedule, a team member becomes entitled to a higher junior rate because of a birthday or because the team member is offered shifts at a higher classification in this Agreement that attracts a higher shift rate of pay than their "Saved Shift Rate of Pay".

- 3.11 A casual team member who has an entitlement to a "Saved Shift Rate of Pay" will not be offered or failed to be offered shifts for the purpose of avoiding the payment of the "Saved Shift Rate of Pay" to which the team member is entitled.
- 3.12 A "Saved Shift Rate of Pay" increases by 1.75% each year, pro-rated for the team member's age at the relevant junior rate percentage. Fifty percent of this amount is paid on commencement and from the first pay period on or after 1 July and 1 January during the life of this Agreement until the rates in the Relevant Pay Schedule are higher than the "Saved Shift Rate of Pay" for the saved shift and the "Saved Shift Rate of Pay" no longer applies.

4. Level 3 Team Members

4.1 Level 3 Permanent Team Members

- 4.1.1 A team member who had been permanently appointed to a position for which a Level 3 rate of pay was being paid immediately prior to the commencement of this Agreement who is under 20 years of age at the commencement of this Agreement is entitled to be paid the existing team member Level 3 adult base rate of pay and all other adult rates for all hours under Schedule 7.
- 4.1.2 If any of the circumstances set out in sub-clauses 2.1.1-2.1.4 apply to an existing team member who had been permanently appointed to Level 3 prior to the commencement of this Agreement and their weekly rate of pay under the Relevant Pay Schedule is the same or lower than the weekly amount the team member received immediately before 2 December 2018 for the same roster then that team member will be entitled to a "Saved Weekly Rate of Pay". A "Saved Weekly Rate of Pay" will not apply if the weekly amount under the Relevant Pay Schedule is higher than the weekly amount the team member received immediately before 2 December 2018, for the same roster.
- 4.1.3 In the case of a team member whose roster crosses the span of ordinary hours for day work and night work and who transitions to either day or night work, a "Saved Weekly Rate of Pay" will apply if the team member's weekly pay under the Relevant Pay Schedule is the same or lower than the weekly pay received the team member received immediately before the transition to day or night work. References in sub-clause 4.1.2 to 2 December 2018 should be read as immediately before the transition to day or night work for such team members.
- 4.1.4 To avoid doubt, a team member who, prior to the commencement of this Agreement, had been paid higher duties at Level 3 for periods of temporary supervision is not eligible for any saved rate under sub-clause 4 of this Appendix.
- 4.1.5 All provisions of sub-clause 2 of this Appendix will apply to a "Saved Weekly Rate of Pay" for a Level 3 team member.

4.2 Level 3 Casual Team Members

- 4.2.1 A casual team member who had “regularly worked” shifts for which a Level 3 rate of pay was being paid immediately prior to the commencement of this Agreement who is under 20 years of age at the commencement of this Agreement is entitled to be paid the existing team member adult casual rate of pay and all other Level 3 casual adult rates for Level 3 work under Schedule 8 for future shifts for which a Level 3 rate of pay applies.
- 4.2.2 If any of the circumstances set out in sub-clauses 3.1.1-3.1.4 apply to an existing casual team member who had “regularly worked” shifts for which a Level 3 rate of pay was being paid immediately prior to 2 December 2018 and their shift rate of pay under the Relevant Pay Schedules is lower or the same than the shift amount the team member will receive for the same shift after the commencement of this Agreement then that team member will be entitled to a “Saved Shift Rate of Pay. A “Saved Shift Rate of Pay” will not apply if the shift rate under the Relevant Pay Schedules of this Agreement is higher than the shift amount the team member received, for the same shift, was being paid immediately prior to 2 December 2018.
- 4.2.3 In the case of a casual team member who regularly works shifts at a Level 3 rate of pay that crosses the span of ordinary hours for day work and night work and who is offered shifts after the commencement of this Agreement for day or night shift Level 3 work, a “Saved Shift Rate of Pay” will apply if the team member’s shift pay under the Relevant Pay Schedule is the same or lower than the shift pay received the team member received immediately before the transition to day or night work. References in sub-clause 3.1 to 2 December 2018 should be read as immediately before the transition to day or night work for such team members.
- 4.2.4 To avoid doubt, a casual team member who, prior to the commencement of this Agreement had been paid higher duties at Level 3 for temporary supervision is not eligible for any saved rate under sub-clause 4 of this Appendix.
- 4.2.5 All provisions of sub-clause 3 of this Appendix will apply to a “Saved Shift Rate of Pay” for a Level 3 team member.
- 4.2.6 Regularly worked in subclause 4.2 of this Appendix has the same meaning set out in sub-clause 3.3 of this Appendix.

- 5 The Assessment date of 2 December 2018 for eligibility to either a “Saved Weekly Rate of Pay” or a “Saved Shift Rate of Pay” will not prevent a team member who, prior to the commencement date of this Agreement, otherwise meets the necessary eligibility criteria being entitled to either a “Saved Weekly Rate of Pay” (if they are permanent) or a “Saved Shift Rate of Pay” (if they are casual). A further assessment for eligibility will occur in the week prior to the commencement of this Agreement.

Appendix C-Preserved Matters-4-yearly review of the GRIA

1. At the time of the negotiations for this Agreement there were a number of matters that relate to applications to vary the GRIA under s.156 of the *Fair Work Act 2009* that were yet to be determined by the FWC.
2. Of these matters, the following matters will impact certain provisions of this Agreement if the FWC issues orders to vary the GRIA in respect of these matters following the vote for this Agreement or following the operation by law of this Agreement (if this Agreement is approved by the FWC).
3. These matters are:
 - 3.1 An application to vary the Casual Loading for work Monday to Friday 6pm to 11pm to provide a 25% penalty in addition to the current casual loading, increasing the rate from 25% to 50%; and
 - 3.2 An application to vary the Casual Loading for work on Saturday from 7am-11pm to provide a 25% penalty rate in addition to the current casual loading increasing the rate to 50%; and
 - 3.3 An application to vary the Sunday Night Shift work rate for permanent and casual team members to reduce these rates from 100% to 75% (permanent rate) and from 125% to 100% (casual rate); and
 - 3.4 An application to change the ordinary span of hours in the GRIA to 10pm on each night of the week; and
 - 3.5 Any outcome of the 4-yearly review of the GRIA impacting the span of ordinary hours for day work in the GRIA, either by application or otherwise, that results in the FWC issuing orders to increase the span of ordinary hours in the GRIA.
4. The matters in sub-clause 3.1-3.5 are the preserved matters to which this clause relates.
5. It has been agreed that the rates of pay in this Agreement will transition in line with the outcome of the preserved matters in accordance with any Orders of the FWC to vary the GRIA in respect of the preserved matters.
6. Any decision by the FWC impacting on the span of ordinary hours in the GRIA will not impact on the span of ordinary hours for day work in this Agreement but will impact on the associated rates payable under this Agreement. However, if there is a FWC decision impacting the span in the GRIA which changes the finishing time for ordinary hours on any day(s), there will be a corresponding change in the definition of night shift work under this Agreement to align the commencement of night shift work with the finishing time for ordinary hours under the GRIA on each day.
7. Any increase or decrease in the rates in the GRIA for the preserved matters that includes transitional arrangements then such transitional rates will also apply under this Agreement.
8. If there is a variation to the GRIA in respect of the preserved matters then the rates of pay in this Agreement impacted by the decision or decisions of the FWC will change as follows:
 - 8.1 If the GRIA is varied before a vote for this Agreement, -from the first pay period on or after the operation of this Agreement by law; or
 - 8.2 If the GRIA is varied at a time after this Agreement operates by law, -from the first pay period on or after the respective order of the FWC takes effect to vary the GRIA.
9. Rate adjustments made to this Agreement in accordance with this clause will be made to mirror the applicable GRIA rate plus 1 cent per hour. In relation to rate changes that occur for any change to the span of ordinary hours in the GRIA, the overtime rate for the first three hours in the Relevant Pay Schedule of this Agreement will apply if the span is reduced or in the event that the span is increased the relevant base rate of pay or relevant penalty amount will apply depending on which times of day or week is impacted by the variation.

10. Any adjustments to rates under this clause will have no retrospectivity and not impact the calculation of saved rates under Appendix B.

Appendix D-Sunday Rate Changes

MA000004 PR593953

FAIR WORK COMMISSION

DETERMINATION

Fair Work Act 2009

s.156—4 yearly review of modern awards

4 yearly review of modern awards—Penalty Rates
(AM2014/305)

GENERAL RETAIL INDUSTRY AWARD 2010

[\[MA000004\]](#)

Retail industry

JUSTICE ROSS, PRESIDENT
VICE PRESIDENT CATANZARITI
DEPUTY PRESIDENT ASBURY
COMMISSIONER HAMPTON
COMMISSIONER LEE

MELBOURNE, 21 JUNE 2017

Penalty rates – public holiday penalty rates – Sunday penalty rates.

A. Further to the decisions issued by the Fair Work Commission, 1 the above award is varied as follows:

1. By deleting clause 29.4(c) and inserting the following:

(c) Sunday work

(i) From 1 July 2017 to 30 June 2018

A penalty payment of an additional 95% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 95% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(ii) From 1 July 2018 to 30 June 2019

A penalty payment of an additional 80% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 85% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(iii) From 1 July 2019 to 30 June 2020

A penalty payment of an additional 65% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

(iv) From 1 July 2020

A penalty payment of an additional 50% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).

2. By deleting clause 29.4(d)(i) and inserting the following:

- (i) Work on a public holiday must be compensated by payment of an additional 125% for all hours worked by a full-time or part-time employee. A penalty payment of an additional 150% will apply for all hours worked by a casual employee (inclusive of the casual loading).

B. This determination comes into operation from 1 July 2017. In accordance with s.165(3) of the *Fair Work Act 2009* this determination does not take effect until the start of the first full pay period that starts on or after 1 July 2017.

PRESIDENT

1 23 February 2017 [2017] FWCFB 1001; 17 March 2017 [2017] FWCFB 1551; 5 June 2017 [2017] FWCFB 3001 and 21 June 2017 [2017] FWCFB 3334

Schedule 1 LEVEL 1 PERMANENT TEAM MEMBERS RATES OF PAY

Table 1 EXISTING TEAM MEMBERS

Day Work permanent team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm BASE RATE	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
20 & 21 years	\$31.1902	\$21.8570	\$25.9935	\$31.1902	\$31.1902	\$25.9935	\$31.1902	\$41.5836	\$37.4262	\$41.5836	\$31.1902	\$41.5836	\$46.7803	\$51.9770
19 years	\$24.9543	\$17.4856	\$20.7969	\$24.9543	\$24.9543	\$20.7969	\$24.9543	\$33.2690	\$29.9431	\$33.2690	\$24.9543	\$33.2690	\$37.4264	\$41.5838
18 years	\$21.8362	\$15.2999	\$18.1985	\$21.8362	\$21.8362	\$18.1985	\$21.8362	\$29.1116	\$26.2014	\$29.1116	\$21.8362	\$29.1116	\$32.7493	\$36.3870
17 years	\$18.7182	\$13.1142	\$15.6001	\$18.7182	\$18.7182	\$15.6001	\$18.7182	\$24.9542	\$22.4598	\$24.9542	\$18.7182	\$24.9542	\$28.0722	\$31.1903
16 years	\$15.6001	\$10.9285	\$13.0018	\$15.6001	\$15.6001	\$13.0018	\$15.6001	\$20.7968	\$18.7181	\$20.7968	\$15.6001	\$20.7968	\$23.3952	\$25.9935
Under 16 years	\$14.0412	See Appendix B	\$11.7026	\$14.0412	\$14.0412	\$11.7026	\$14.0412	\$18.7182	\$16.8474	\$18.7182	\$14.0412	\$18.7182	\$21.0567	\$23.3953

Table 2 EXISTING TEAM MEMBERS

Day Work Team Member Base Rate Pay Increases

From the first pay period on or after the dates specified below the permanent rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase to:

Age	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 & 21 years	\$22.0466	\$22.2395	\$22.4324	\$22.6287	\$22.8250	\$23.0247	\$23.2244
19 years	\$17.6372	\$17.7915	\$17.9459	\$18.1029	\$18.2600	\$18.4198	\$18.5796
18 years	\$15.4326	\$15.5676	\$15.7027	\$15.8401	\$15.9775	\$16.1173	\$16.2571
17 years	\$13.2279	\$13.3436	\$13.4594	\$13.5772	\$13.6949	\$13.8147	\$13.9346
16 years	\$11.0233	\$11.1198	\$11.2162	\$11.3143	\$11.4125	\$11.5124	\$11.6122
Under 16 years	See Appendix B						

Table 4 NEW TEAM MEMBERS

Day Work-New Team Members

Day Work team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the base rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following base rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Base Rate of Pay
20 & 21 years	\$20.8268
19 years	\$16.6614
18 years	\$14.5788
17 years	\$12.4961
16 years	\$10.4134
Under 16 years	\$9.3721

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Night Shift Permanent team member rates of pay for all night shift team members

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$27.0328	\$31.1902	\$40.5443	\$31.1902	\$41.5836	\$46.7803	\$51.9770
19 years	\$21.6284	\$24.9543	\$32.4375	\$24.9543	\$33.2690	\$37.4264	\$41.5838
18 years	\$18.9260	\$21.8362	\$28.3841	\$21.8362	\$29.1116	\$32.7493	\$36.3870
17 years	\$16.2237	\$18.7182	\$24.3306	\$18.7182	\$24.9542	\$28.0722	\$31.1903
16 years	\$13.5214	\$15.6001	\$20.2771	\$15.6001	\$20.7968	\$23.3952	\$25.9935
Under 16 years	\$12.1703	\$14.0412	\$18.2505	\$14.0412	\$18.7182	\$21.0567	\$23.3953

Schedule 2 LEVEL 1 CASUAL TEAM MEMBER RATES OF PAY

Table 1 EXISTING CASUAL TEAM MEMBERS

Day Work casual team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 7am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
20 & 21 years	\$36.3869	\$26.2284	\$27.0328	\$36.3869	\$36.3869	\$29.1115	\$36.3869	\$46.7803	\$38.4656	\$35.3869	\$46.7803	\$51.9770	\$57.1737
19 years	\$29.1116	\$20.9827	\$21.6284	\$29.1116	\$29.1116	\$23.2913	\$29.1116	\$37.4264	\$30.7746	\$29.1116	\$37.4264	\$41.5838	\$45.7411
18 years	\$25.4739	\$18.3599	\$18.9260	\$25.4739	\$25.4739	\$20.3811	\$25.4739	\$32.7493	\$26.9290	\$25.4739	\$32.7493	\$36.3870	\$40.0247
17 years	\$21.8362	\$15.7370	\$16.2237	\$21.8362	\$21.8362	\$17.4709	\$21.8362	\$28.0722	\$23.0834	\$21.8362	\$28.0722	\$31.1903	\$34.3083
16 years	\$18.1985	\$13.1142	\$13.5214	\$18.1985	\$18.1985	\$14.5608	\$18.1985	\$23.3952	\$19.2378	\$18.1985	\$23.3952	\$25.9935	\$28.5919
Under 16 years	\$16.3797	See Appendix B	\$12.1703*	\$16.3797	\$16.3797	\$13.1057	\$16.3797	\$21.0567	\$17.3151	\$16.3797	\$21.0567	\$23.3953	\$25.7338

*Existing team members receive a saved casual rate – See Appendix B.

Table 2 EXISTING CASUAL TEAM MEMBERS

Day Work Casual Team Member Base Rate Pay Increases

From the first pay period on or after the dates specified below the casual rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase to:

Age	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 & 21 years	\$26.4559	\$26.6874	\$26.9189	\$27.1544	\$27.3900	\$27.6296	\$27.8693
19 years	\$21.1646	\$21.3498	\$21.5351	\$21.7235	\$21.9120	\$22.1038	\$22.2955
18 years	\$18.5191	\$18.6811	\$18.8432	\$19.0081	\$19.1730	\$19.3408	\$19.5085
17 years	\$15.8735	\$16.0123	\$16.1513	\$16.2926	\$16.4339	\$16.5776	\$16.7215
16 years	\$13.2280	\$13.3438	\$13.4594	\$13.5772	\$13.6950	\$13.8149	\$13.9346
Under 16 years	See Appendix B						

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Casual Night Shift Team Member Rates of Pay:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$32.2295	\$36.3869	\$45.7410	\$36.3869	\$46.7803	\$51.9770	\$57.1737
19 years	\$25.7857	\$29.1116	\$36.5949	\$29.1116	\$37.4264	\$41.5838	\$45.7411
18 years	\$22.5637	\$25.4739	\$32.0218	\$25.4739	\$32.7493	\$36.3870	\$40.0247
17 years	\$19.3418	\$21.8362	\$27.4486	\$21.8362	\$28.0722	\$31.1903	\$34.3083
16 years	\$16.1198	\$18.1985	\$22.8755	\$18.1985	\$23.3952	\$25.9935	\$28.5919
Under 16 years	\$14.5089	\$16.3797	\$20.5890	\$16.3797	\$21.0567	\$23.3953	\$25.7338

Table 4 NEW CASUAL TEAM MEMBERS

Day Work-New Team Members

Day Work casual team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the casual rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following casual rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Casual Rate of Pay
20 & 21 years	\$26.0335
19 years	\$20.8268
18 years	\$18.2235
17 years	\$15.6201
16 years	\$13.0168
Under 16 years	\$11.7151



Schedule 3 LEVEL 1A PERMANENT TEAM MEMBERS RATES OF PAY

Table 1 NEW TEAM MEMBERS

Day Work permanent team member rates of pay for team members engaged following the commencement of this Agreement

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm BASE RATE	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
20 & 21 years	\$31.9324	\$21.3216	\$26.6120	\$31.9324	\$31.9324	\$26.6120	\$31.9324	\$42.5732	\$38.3169	\$42.5732	\$31.9324	\$42.5732	\$47.8936	\$53.2140
19 years	\$25.5480	\$17.0573	\$21.2916	\$25.5480	\$25.5480	\$21.2916	\$25.5480	\$34.0606	\$30.6555	\$34.0606	\$25.5480	\$34.0606	\$38.3169	\$42.5733
18 years	\$22.3557	\$14.9251	\$18.6314	\$22.3557	\$22.3557	\$18.6314	\$22.3557	\$29.8042	\$26.8248	\$29.8042	\$22.3557	\$29.8042	\$33.5285	\$37.2528
17 years	\$19.1634	\$12.7930	\$15.9711	\$19.1634	\$19.1634	\$15.9711	\$19.1634	\$25.5478	\$22.9940	\$25.5478	\$19.1634	\$25.5478	\$28.7400	\$31.9323
16 years	\$15.9712	\$10.6608	\$13.3110	\$15.9712	\$15.9712	\$13.3110	\$15.9712	\$21.2916	\$19.1634	\$21.2916	\$15.9712	\$21.2916	\$23.9518	\$26.6120
Under 16 years	\$14.3751	\$9.5947	\$11.9809	\$14.3751	\$14.3751	\$11.9809	\$14.3751	\$19.1634	\$17.2481	\$19.1634	\$14.3751	\$19.1634	\$21.5576	\$23.9518

Table 2 NEW NIGHT SHIFT TEAM MEMBERS

Night Shift Rates of Pay for permanent team members engaged following the commencement of this Agreement

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$27.6761	\$31.9324	\$41.5091	\$31.9324	\$42.5732	\$47.8936	\$53.2140
19 years	\$22.1429	\$25.5480	\$33.2093	\$25.5480	\$34.0606	\$38.3169	\$42.5733
18 years	\$19.3762	\$22.3557	\$29.0593	\$22.3557	\$29.8042	\$33.5285	\$37.2528
17 years	\$16.6096	\$19.1634	\$24.9094	\$19.1634	\$25.5478	\$28.7400	\$31.9323
16 years	\$13.8430	\$15.9712	\$20.7596	\$15.9712	\$21.2916	\$23.9518	\$26.6120
Under 16 years	\$12.4597	\$14.3751	\$18.6846	\$14.3751	\$19.1634	\$21.5576	\$23.9518

Schedule 4 LEVEL 1A CASUAL TEAM MEMBERS RATES OF PAY

Table 1 NEW CASUAL TEAM MEMBERS

Day Work casual team member rates of pay for team members engaged following the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$37.2528	\$26.6520	\$27.6761	\$37.2528	\$37.2528	\$29.8042	\$37.2528	\$47.8936	\$39.3810	\$47.8936	\$37.2528	\$47.8936	\$53.2140	\$58.5344
19 years	\$29.8043	\$21.3216	\$22.1429	\$29.8043	\$29.8043	\$23.8454	\$29.8043	\$38.3169	\$31.5068	\$38.3169	\$29.8043	\$38.3169	\$42.5733	\$46.8296
18 years	\$26.0799	\$18.6564	\$19.3762	\$26.0799	\$26.0799	\$20.8659	\$26.0799	\$33.5285	\$27.5696	\$33.5285	\$26.0799	\$33.5285	\$37.2528	\$40.9770
17 years	\$22.3556	\$15.9913	\$16.6096	\$22.3556	\$22.3556	\$17.8865	\$22.3556	\$28.7400	\$23.6325	\$28.7400	\$22.3556	\$28.7400	\$31.9323	\$35.1245
16 years	\$18.6314	\$13.3260	\$13.8430	\$18.6314	\$18.6314	\$14.9071	\$18.6314	\$23.9518	\$19.6955	\$23.9518	\$18.6314	\$23.9518	\$26.6120	\$29.2722
Under 16 years	\$16.7692	\$11.9934	\$12.4597	\$16.7692	\$16.7692	\$13.4174	\$16.7692	\$21.5576	\$17.7269	\$21.5576	\$16.7692	\$21.5576	\$23.9518	\$26.3459

Table 2 NEW NIGHT SHIFT TEAM MEMBERS

Night Shift Rates of Pay for casual team members engaged following the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$32.9965	\$37.2528	\$46.8295	\$37.2528	\$47.8936	\$53.2140	\$58.5344
19 years	\$26.3992	\$29.8043	\$37.4657	\$29.8043	\$38.3169	\$42.5733	\$46.8296
18 years	\$23.1005	\$26.0799	\$32.7836	\$26.0799	\$33.5285	\$37.2528	\$40.9770
17 years	\$19.8018	\$22.3556	\$28.1016	\$22.3556	\$28.7400	\$31.9323	\$35.1245
16 years	\$16.5032	\$18.6314	\$23.4198	\$18.6314	\$23.9518	\$26.6120	\$29.2722
Under 16 years	\$14.8539	\$16.7692	\$21.0787	\$16.7692	\$21.5576	\$23.9518	\$26.3459

Schedule 5 LEVEL 2 CLERICAL PERMANENT TEAM MEMBERS RATES OF PAY

Table 1 EXISTING TEAM MEMBERS

Day Work permanent team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$33.0652	\$22.4032	\$27.5560	\$33.0652	\$33.0652	\$27.5560	\$33.0652	\$44.0836	\$39.6762	\$44.0836	\$33.0652	\$44.0836	\$49.5928	\$55.1020
19 years	\$26.4543	\$17.9227	\$22.0469	\$26.4543	\$26.4543	\$22.0469	\$26.4543	\$35.2690	\$31.7431	\$35.2690	\$26.4543	\$35.2690	\$39.6764	\$44.0838
18 years	\$23.1487	\$15.6823	\$19.2923	\$23.1487	\$23.1487	\$19.2923	\$23.1487	\$30.8616	\$27.7764	\$30.8616	\$23.1487	\$30.8616	\$34.7181	\$38.5745
17 years	\$19.8432	\$13.4420	\$16.5376	\$19.8432	\$19.8432	\$16.5376	\$19.8432	\$26.4542	\$23.8098	\$26.4542	\$19.8432	\$26.4542	\$29.7597	\$33.0653
16 years	\$16.5376	\$11.2017	\$13.7830	\$16.5376	\$16.5376	\$13.7830	\$16.5376	\$22.0468	\$19.8431	\$22.0468	\$16.5376	\$22.0468	\$24.8014	\$27.5560
Under 16 years	\$14.8849	See Appendix B	\$12.4058	\$14.8849	\$14.8849	\$12.4058	\$14.8849	\$19.8432	\$17.8599	\$19.8432	\$14.8849	\$19.8432	\$22.3224	\$24.8015

Table 2 EXISTING TEAM MEMBERS

Day Work Team Member Base Rate Pay Increases

From the first pay period on or after the dates specified below the permanent rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase to:

Age	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 & 21 years	\$22.5976	\$22.7953	\$22.9931	\$23.1943	\$23.3955	\$23.6002	\$23.8049
19 years	\$18.0781	\$18.2363	\$18.3945	\$18.5555	\$18.7164	\$18.8802	\$19.0439
18 years	\$15.8184	\$15.9568	\$16.0952	\$16.2360	\$16.3769	\$16.5202	\$16.6635
17 years	\$13.5586	\$13.6772	\$13.7959	\$13.9166	\$14.0373	\$14.1601	\$14.2830
16 years	\$11.2988	\$11.3977	\$11.4965	\$11.5971	\$11.6977	\$11.8001	\$11.9024
Under 16 years	See Appendix B						

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Night Shift Permanent team member rates of pay for all night shift team members

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$28.6578	\$33.0652	\$42.9818	\$33.0652	\$44.0836	\$49.5928	\$55.1020
19 years	\$22.9284	\$26.4543	\$34.3875	\$26.4543	\$35.2690	\$39.6764	\$44.0838
18 years	\$20.0635	\$23.1487	\$30.0903	\$23.1487	\$30.8616	\$34.7181	\$38.5745
17 years	\$17.1987	\$19.8432	\$25.7931	\$19.8432	\$26.4542	\$29.7597	\$33.0653
16 years	\$14.3339	\$16.5376	\$21.4959	\$16.5376	\$22.0468	\$24.8014	\$27.5560
Under 16 years	\$12.9016	\$14.8849	\$19.3474	\$14.8849	\$19.8432	\$22.3224	\$24.8015

Table 4 NEW TEAM MEMBERS

Day Work-New Team Members

Day Work team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the base rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following base rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Base Rate of Pay
20 & 21 years	\$22.0768
19 years	\$17.6614
18 years	\$15.4538
17 years	\$13.2461
16 years	\$11.0384
Under 16 years	\$9.9346



Schedule 6 LEVEL 2 CLERICAL CASUAL TEAM MEMBER RATES OF PAY

Table 1 EXISTING CASUAL TEAM MEMBERS

Day Work casual team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$38.5744	\$38.5744	\$28.6578	\$38.5744	\$38.5744	\$30.8615	\$38.5744	\$49.5928	\$40.7781	\$49.5928	\$38.5744	\$49.5928	\$55.1020	\$60.6112
19 years	\$30.8616	\$22.0768	\$22.9284	\$30.8616	\$30.8616	\$24.6913	\$30.8616	\$39.6764	\$32.6246	\$39.6764	\$30.8616	\$39.6764	\$44.0838	\$48.4911
18 years	\$27.0052	\$19.3172	\$20.0635	\$27.0052	\$27.0052	\$21.6061	\$27.0052	\$34.7181	\$28.5477	\$34.7181	\$27.0052	\$34.7181	\$38.5745	\$42.4310
17 years	\$23.1487	\$16.5576	\$17.1987	\$23.1487	\$23.1487	\$18.5209	\$23.1487	\$29.7597	\$24.4709	\$29.7597	\$23.1487	\$29.7597	\$33.0653	\$36.3708
16 years	\$19.2922	\$13.7980	\$14.3339	\$19.2922	\$19.2922	\$15.4358	\$19.2922	\$24.8014	\$20.3940	\$24.8014	\$19.2922	\$24.8014	\$27.5560	\$30.3106
Under 16 years	\$17.3641	See Appendix B	\$12.9016*	\$17.3641	\$17.3641	\$13.8932	\$17.3641	\$22.3224	\$18.3557	\$22.3224	\$17.3641	\$22.3224	\$24.8015	\$27.2807

*Existing team members receive a saved casual rate – See Appendix B.

Table 2 EXISTING CASUAL TEAM MEMBERS

Day Work Casual Team Member Base Rate Pay Increases

From the first pay period on or after 1 July each year the casual rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase by the FWC annual safety net adjustment decision during the life of this Agreement. Saved rate increases are set out in Appendix B.

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Casual Night Shift Team Member Rates of Pay:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$34.1670	\$38.5744	\$48.4910	\$38.5744	\$49.5928	\$55.1020	\$60.6112
19 years	\$27.3357	\$30.8616	\$38.7949	\$30.8616	\$39.6764	\$44.0838	\$48.4911
18 years	\$23.9200	\$27.0052	\$33.9468	\$27.0052	\$34.7181	\$38.5745	\$42.4310
17 years	\$20.5043	\$23.1487	\$29.0986	\$23.1487	\$29.7597	\$33.0653	\$36.3708
16 years	\$17.0885	\$19.2922	\$24.2505	\$19.2922	\$24.8014	\$27.5560	\$30.3106
Under 16 years	\$15.3807	\$17.3641	\$21.8265	\$17.3641	\$22.3224	\$24.8015	\$27.2807

Table 4 NEW CASUAL TEAM MEMBERS

Day Work-New Team Members

Day Work casual team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the casual rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following casual rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Casual Rate of Pay
20 & 21 years	\$27.5960
19 years	\$22.0768
18 years	\$19.3172
17 years	\$16.5576
16 years	\$13.7980
Under 16 years	\$12.4182



Schedule 7 LEVEL 3 PERMANENT TEAM MEMBER RATES OF PAY AND HIGHER DUTIES GRADE A

Table 1 EXISTING TEAM MEMBERS

Day Work permanent team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$33.0652	\$24.0427	\$27.5560	\$33.0652	\$33.0652	\$27.5560	\$33.0652	\$44.0836	\$39.6762	\$44.0836	\$33.0652	\$44.0836	\$49.5928	\$55.1020
19 years	\$26.4543	\$19.2342	\$22.0469	\$26.4543	\$26.4543	\$22.0469	\$26.4543	\$35.2690	\$31.7431	\$35.2690	\$26.4543	\$35.2690	\$39.6764	\$44.0838
18 years	\$23.1487	\$16.8299	\$19.2923	\$23.1487	\$23.1487	\$19.2923	\$23.1487	\$30.8616	\$27.7764	\$30.8616	\$23.1487	\$30.8616	\$34.7181	\$38.5745
17 years	\$19.8432	\$14.4256	\$16.5376	\$19.8432	\$19.8432	\$16.5376	\$19.8432	\$26.4542	\$23.8098	\$26.4542	\$19.8432	\$26.4542	\$29.7597	\$33.0653
16 years	\$16.5376	\$12.0214	\$13.7830	\$16.5376	\$16.5376	\$13.7830	\$16.5376	\$22.0468	\$19.8431	\$22.0468	\$16.5376	\$22.0468	\$24.8014	\$27.5560
Under 16 years	\$14.8849	\$10.8192	\$12.4058	\$14.8849	\$14.8849	\$12.4058	\$14.8849	\$19.8432	\$17.8599	\$19.8432	\$14.8849	\$19.8432	\$22.3224	\$24.8015

*Team members who were permanently appointed to a position for which a Level 3 rate of pay was being paid prior to the commencement of this Agreement who are under 20 years of age continue to receive the adult rate. This does not apply to the performance of higher duties.

Table 2 EXISTING TEAM MEMBERS

Day Work Team Member Base Rate Pay Increases

From the first pay period on or after the dates specified below the permanent rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase to:

Age	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 & 21 years	\$24.2513	\$24.4635	\$24.6757	\$24.8916	\$25.1075	\$25.3272	\$25.5469
19 years	\$19.4011	\$19.5709	\$19.7406	\$19.9133	\$20.0861	\$20.2619	\$20.4376
18 years	\$16.9759	\$17.1244	\$17.2730	\$17.4241	\$17.5753	\$17.7291	\$17.8829
17 years	\$14.5508	\$14.6781	\$14.8054	\$14.9349	\$15.0645	\$15.1963	\$15.3281
16 years	\$12.1256	\$12.2317	\$12.3378	\$12.4458	\$12.5537	\$12.6635	\$12.7734
Under 16 years	\$10.9131	\$11.0086	\$11.1041	\$11.2013	\$11.2984	\$11.3973	\$11.4961

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Night Shift Permanent team member rates of pay for all night shift team members

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$28.6578	\$33.0652	\$42.9818	\$33.0652	\$44.0836	\$49.5928	\$55.1020
19 years	\$22.9284	\$26.4543	\$34.3875	\$26.4543	\$35.2690	\$39.6764	\$44.0838
18 years	\$20.0635	\$23.1487	\$30.0903	\$23.1487	\$30.8616	\$34.7181	\$38.5745
17 years	\$17.1987	\$19.8432	\$25.7931	\$19.8432	\$26.4542	\$29.7597	\$33.0653
16 years	\$14.3339	\$16.5376	\$21.4959	\$16.5376	\$22.0468	\$24.8014	\$27.5560
Under 16 years	\$12.9016	\$14.8849	\$19.3474	\$14.8849	\$19.8432	\$22.3224	\$24.8015

Table 4 NEW TEAM MEMBERS

Day Work-New Team Members

Day Work team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the base rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following base rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Base Rate of Pay
20 & 21 years	\$22.0768
19 years	\$17.6614
18 years	\$15.4538
17 years	\$13.2461
16 years	\$11.0384
Under 16 years	\$9.9346

Schedule 8 LEVEL 3 CASUAL TEAM MEMBERS RATES OF PAY AND HIGHER DUTIES GRADE A

Table 1 EXISTING CASUAL TEAM MEMBERS

Day Work casual team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$38.5744	\$28.8512	\$28.6578	\$38.5744	\$38.5744	\$30.8616	\$38.5744	\$49.5928	\$40.7781	\$49.5928	\$38.5744	\$49.5928	\$55.1020	\$60.6112
19 years	\$30.8616	\$23.0810	\$22.9284	\$30.8616	\$30.8616	\$24.6913	\$30.8616	\$39.6764	\$32.6246	\$39.6764	\$30.8616	\$39.6764	\$44.0838	\$48.4911
18 years	\$27.0052	\$20.1959	\$20.0635	\$27.0052	\$27.0052	\$21.6061	\$27.0052	\$34.7181	\$28.5477	\$34.7181	\$27.0052	\$34.7181	\$38.5745	\$42.4310
17 years	\$23.1487	\$17.3107	\$17.1987	\$23.1487	\$23.1487	\$18.5209	\$23.1487	\$29.7597	\$24.4709	\$29.7597	\$23.1487	\$29.7597	\$33.0653	\$36.3708
16 years	\$19.2922	\$14.4257	\$14.3339	\$19.2922	\$19.2922	\$15.4358	\$19.2922	\$24.8014	\$20.3940	\$24.8014	\$19.2922	\$24.8014	\$27.5560	\$30.3106
Under 16 years	\$17.3641	\$12.9830	\$12.9016	\$17.3641	\$17.3641	\$13.8932	\$17.3641	\$22.3224	\$18.3557	\$22.3224	\$17.3641	\$22.3224	\$24.8015	\$27.2807

*Casual team members who regularly worked shifts for which a Level 3 rate of pay was being paid prior to the commencement of this Agreement who are under 20 years of age continue to receive the adult rate when working future shifts for which a level 3 rate of pay applies. This does not apply to the performance of higher duties.

Table 2 EXISTING CASUAL TEAM MEMBERS

Day Work Casual Team Member Base Rate Pay Increases

From the first pay period on or after the dates specified below the casual rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase to:

Age	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 & 21 years	\$29.1016	\$29.3562	\$29.6108	\$29.8699	\$30.1290	\$30.3926	\$30.6563
19 years	\$23.2813	\$23.4851	\$23.6887	\$23.8960	\$24.1033	\$24.3143	\$24.5261
18 years	\$20.3711	\$20.5493	\$20.7276	\$20.9089	\$21.0904	\$21.2749	\$21.4596
17 years	\$17.4610	\$17.6137	\$17.7665	\$17.9219	\$18.0774	\$18.2356	\$18.3937
16 years	\$14.5507	\$14.6780	\$14.8054	\$14.9350	\$15.0644	\$15.1962	\$15.3281
Under 16 years	\$13.0957	\$13.2103	\$13.3249	\$13.4416	\$13.5581	\$13.6768	\$13.7953

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Casual Night Shift Team Member Rates of Pay:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$34.1670	\$38.5744	\$48.4910	\$38.5744	\$49.5928	\$55.1020	\$60.6112
19 years	\$27.3357	\$30.8616	\$38.7949	\$30.8616	\$39.6764	\$44.0838	\$48.4911
18 years	\$23.9200	\$27.0052	\$33.9468	\$27.0052	\$34.7181	\$38.5745	\$42.4310
17 years	\$20.5043	\$23.1487	\$29.0986	\$23.1487	\$29.7597	\$33.0653	\$36.3708
16 years	\$17.0885	\$19.2922	\$24.2505	\$19.2922	\$24.8014	\$27.5560	\$30.3106
Under 16 years	\$15.3807	\$17.3641	\$21.8265	\$17.3641	\$22.3224	\$24.8015	\$27.2807

Table 4 NEW CASUAL TEAM MEMBERS

Day Work-New Team Members

Day Work casual team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the casual rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following casual rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Casual Rate of Pay
20 & 21 years	\$27.5960
19 years	\$22.0768
18 years	\$19.3172
17 years	\$16.5576
16 years	\$13.7980
Under 16 years	\$12.4182



Schedule 9 PERMANENT TEAM MEMBERS HIGHER DUTIES GRADE B

Table 1 EXISTING TEAM MEMBERS

Day Work permanent team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:
The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm BASE RATE	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$34.9245	\$24.0427	\$29.1054	\$34.9245	\$34.9245	\$29.1054	\$34.9245	\$46.5626	\$41.9073	\$46.5626	\$34.9245	\$46.5626	\$52.3817	\$58.2008
19 years	\$27.9417	\$19.2342	\$23.2864	\$27.9417	\$27.9417	\$23.2864	\$27.9417	\$37.2522	\$33.5280	\$37.2522	\$27.9417	\$37.2522	\$41.9075	\$46.5628
18 years	\$24.4501	\$16.8299	\$20.3768	\$24.4501	\$24.4501	\$20.3768	\$24.4501	\$32.5968	\$29.3381	\$32.5968	\$24.4501	\$32.5968	\$36.6702	\$40.7435
17 years	\$20.9587	\$14.4256	\$17.4673	\$20.9587	\$20.9587	\$17.4673	\$20.9587	\$27.9416	\$25.1484	\$27.9416	\$20.9587	\$27.9416	\$31.4331	\$34.9245
16 years	\$17.4673	\$12.0214	\$14.5578	\$17.4673	\$17.4673	\$14.5578	\$17.4673	\$23.2864	\$20.9588	\$23.2864	\$17.4673	\$23.2864	\$26.1960	\$29.1055
Under 16 years	\$15.7215	\$10.8192	\$13.1029	\$15.7215	\$15.7215	\$13.1029	\$15.7215	\$20.9586	\$18.8637	\$20.9586	\$15.7215	\$20.9586	\$23.5772	\$26.1958

Table 2 EXISTING TEAM MEMBERS

Day Work Team Member Base Rate Pay Increases

From the first pay period on or after the dates specified below the permanent rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase to:

Age	1 July 2019	1 Jan 2020	1 July 2020	1 Jan 2021	1 July 2021	1 Jan 2022	1 July 2022
20 & 21 years	\$24.2513	\$24.4635	\$24.6757	\$24.8916	\$25.1075	\$25.3272	\$25.5469
19 years	\$19.4011	\$19.5709	\$19.7406	\$19.9133	\$20.0861	\$20.2619	\$20.4376
18 years	\$16.9759	\$17.1244	\$17.2730	\$17.4241	\$17.5753	\$17.7291	\$17.8829
17 years	\$14.5508	\$14.6781	\$14.8054	\$14.9349	\$15.0645	\$15.1963	\$15.3281
16 years	\$12.1256	\$12.2317	\$12.3378	\$12.4458	\$12.5537	\$12.6635	\$12.7734
Under 16 years	\$10.9131	\$11.0086	\$11.1041	\$11.2013	\$11.2984	\$11.3973	\$11.4961

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Night Shift Permanent team member rates of pay for all night shift team members

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$30.2692	\$34.9245	\$45.3988	\$34.9245	\$46.5626	\$52.3817	\$58.2008
19 years	\$24.2174	\$27.9417	\$36.3211	\$27.9417	\$37.2522	\$41.9075	\$46.5628
18 years	\$21.1914	\$24.4501	\$31.7821	\$24.4501	\$32.5968	\$36.6702	\$40.7435
17 years	\$18.1655	\$20.9587	\$27.2433	\$20.9587	\$27.9416	\$31.4331	\$34.9245
16 years	\$15.1397	\$17.4673	\$22.7045	\$17.4673	\$23.2864	\$26.1960	\$29.1055
Under 16 years	\$13.6266	\$15.7215	\$20.4349	\$15.7215	\$20.9586	\$23.5772	\$26.1958

Table 4 NEW TEAM MEMBERS

Day Work-New Team Members

Day Work team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the base rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following base rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Base Rate of Pay
20 & 21 years	\$23.3163
19 years	\$18.6530
18 years	\$16.3214
17 years	\$13.9898
16 years	\$11.6582
Under 16 years	\$10.4923



Schedule 10 CASUAL TEAM MEMBERS HIGHER DUTIES GRADE B

Table 1 EXISTING CSAUAL TEAM MEMBERS

Day Work casual team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$40.7435	\$29.1454	\$30.2692	\$40.7435	\$40.7435	\$32.5969	\$40.7435	\$52.3817	\$43.0712	\$52.3817	\$40.7435	\$52.3817	\$58.2008	\$64.0198
19 years	\$32.5969	\$23.3163	\$24.2174	\$32.5969	\$32.5969	\$26.0795	\$32.5969	\$41.9075	\$34.4590	\$41.9075	\$32.5969	\$41.9075	\$46.5628	\$51.2180
18 years	\$28.5235	\$20.4018	\$21.1914	\$28.5235	\$28.5235	\$22.8208	\$28.5235	\$36.6702	\$30.1528	\$36.6702	\$28.5235	\$36.6702	\$40.7435	\$44.8169
17 years	\$24.4502	\$17.4872	\$18.1655	\$24.4502	\$24.4502	\$19.5621	\$24.4502	\$31.4331	\$25.8467	\$31.4331	\$24.4502	\$31.4331	\$34.9245	\$38.4160
16 years	\$20.3769	\$14.5727	\$15.1397	\$20.3769	\$20.3769	\$16.3035	\$20.3769	\$26.1960	\$21.5407	\$26.1960	\$20.3769	\$26.1960	\$29.1055	\$32.0151
Under 16 years	\$18.3400	\$13.1154	\$13.6266	\$18.3400	\$18.3400	\$14.6740	\$18.3400	\$23.5772	\$19.3875	\$23.5772	\$18.3400	\$23.5772	\$26.1958	\$28.8143

Table 2 EXISTING CASUAL TEAM MEMBERS

Day Work Casual Team Member Base Rate Pay Increases

From the first pay period on or after 1 July each year the casual rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase by the FWC annual safety net adjustment decision during the life of this Agreement as set out in Table 7.6.1 of this Agreement.

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Casual Night Shift Team Member Rates of Pay:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$36.0883	\$40.7435	\$51.2179	\$40.7435	\$52.3817	\$58.2008	\$64.0198
19 years	\$28.8727	\$32.5969	\$40.9764	\$32.5969	\$41.9075	\$46.5628	\$51.2180
18 years	\$25.2648	\$28.5235	\$35.8555	\$28.5235	\$36.6702	\$40.7435	\$44.8169
17 years	\$21.6570	\$24.4502	\$30.7348	\$24.4502	\$31.4331	\$34.9245	\$38.4160
16 years	\$18.0492	\$20.3769	\$25.6140	\$20.3769	\$26.1960	\$29.1055	\$32.0151
Under 16 years	\$16.2452	\$18.3400	\$23.0535	\$18.3400	\$23.5772	\$26.1958	\$28.8143

Table 4 NEW CASUAL TEAM MEMBERS

Day Work-New Team Members

Day Work casual team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the casual rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following casual rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Casual Rate of Pay
20 & 21 years	\$29.1454
19 years	\$23.3163
18 years	\$20.4018
17 years	\$17.4872
16 years	\$14.5727
Under 16 years	\$13.1154



Schedule 11 PERMANENT TEAM MEMBERS HIGHER DUTIES GRADE C

Table 1 EXISTING TEAM MEMBERS

Day Work permanent team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm BASE RATE	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$36.6732	\$24.4821	\$30.5626	\$36.6732	\$36.6732	\$30.5626	\$36.6732	\$48.8942	\$44.0058	\$48.8942	\$36.6732	\$48.8942	\$55.0047	\$61.1153
19 years	\$29.3406	\$19.5857	\$24.4521	\$29.3406	\$29.3406	\$24.4521	\$29.3406	\$39.1174	\$35.2067	\$39.1174	\$29.3406	\$39.1174	\$44.0058	\$48.8943
18 years	\$25.6743	\$17.1375	\$21.3969	\$25.6743	\$25.6743	\$21.3969	\$25.6743	\$34.2290	\$30.8071	\$34.2290	\$25.6743	\$34.2290	\$38.5064	\$42.7838
17 years	\$22.0080	\$14.6893	\$18.3416	\$22.0080	\$22.0080	\$18.3416	\$22.0080	\$29.3406	\$26.4075	\$29.3406	\$22.0080	\$29.3406	\$33.0069	\$36.6733
16 years	\$18.3417	\$12.2411	\$15.2864	\$18.3417	\$18.3417	\$15.2864	\$18.3417	\$24.4522	\$22.0080	\$24.4522	\$18.3417	\$24.4522	\$27.5075	\$30.5628
Under 16 years	\$16.5084	\$11.0169	\$13.7586	\$16.5084	\$16.5084	\$13.7586	\$16.5084	\$22.0078	\$19.8080	\$22.0078	\$16.5084	\$22.0078	\$24.7575	\$27.5073

Table 2 EXISTING TEAM MEMBERS

Day Work Team Member Base Rate Pay Increases

From the first pay period on or after 1 July each year the permanent rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase by the FWC annual safety net adjustment decision during the life of this Agreement as set out in Table 7.6.1 of this Agreement.

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Night Shift Permanent team member rates of pay for all night shift team members

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$31.7847	\$36.6732	\$47.6721	\$36.6732	\$48.8942	\$55.0047	\$61.1153
19 years	\$25.4298	\$29.3406	\$38.1397	\$29.3406	\$39.1174	\$44.0058	\$48.8943
18 years	\$22.2524	\$25.6743	\$33.3735	\$25.6743	\$34.2290	\$38.5064	\$42.7838
17 years	\$19.0749	\$22.0080	\$28.6073	\$22.0080	\$29.3406	\$33.0069	\$36.6733
16 years	\$15.8974	\$18.3417	\$23.8411	\$18.3417	\$24.4522	\$27.5075	\$30.5628
Under 16 years	\$14.3086	\$16.5084	\$21.4579	\$16.5084	\$22.0078	\$24.7575	\$27.5073

Table 4 NEW TEAM MEMBERS

Day Work-New Team Members

Day Work team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the base rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following base rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Base Rate of Pay
20 & 21 years	\$24.4821
19 years	\$19.5857
18 years	\$17.1375
17 years	\$14.6893
16 years	\$12.2411
Under 16 years	\$11.0169

Schedule 12 CASUAL TEAM MEMBERS HIGHER DUTIES GRADE C

Table 1 EXISTING CASUAL TEAM MEMBERS

Day Work casual team member rates of pay for team members engaged immediately prior to the commencement of this Agreement:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Monday to Friday 6am-7am	Monday to Friday 7am-6pm	Monday to Friday 6pm-11pm	Monday to Friday 11pm-Midnight	Saturday 6am-7am	Saturday 7am-11pm	Saturday 11pm-Midnight	Sunday 6am-9am	Sunday 9am-11pm	Sunday 11pm-Midnight	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$42.7837	\$30.6026	\$31.7847	\$42.7837	\$42.7837	\$34.2289	\$42.7837	\$55.0047	\$45.2279	\$55.0047	\$42.7837	\$55.0047	\$61.1153	\$67.2258
19 years	\$34.2290	\$24.4821	\$25.4298	\$34.2290	\$34.2290	\$27.3852	\$34.2290	\$44.0058	\$36.1843	\$44.0058	\$34.2290	\$44.0058	\$48.8943	\$53.7827
18 years	\$29.9516	\$21.4218	\$22.2524	\$29.9516	\$29.9516	\$23.9633	\$29.9516	\$38.5064	\$31.6626	\$38.5064	\$29.9516	\$38.5064	\$42.7838	\$47.0611
17 years	\$25.6743	\$18.3616	\$19.0749	\$25.6743	\$25.6743	\$20.5414	\$25.6743	\$33.0069	\$27.1408	\$33.0069	\$25.6743	\$33.0069	\$36.6733	\$40.3396
16 years	\$21.3969	\$15.3013	\$15.8974	\$21.3969	\$21.3969	\$17.1195	\$21.3969	\$27.5075	\$22.6190	\$27.5075	\$21.3969	\$27.5075	\$30.5628	\$33.6180
Under 16 years	\$19.2581	\$13.7712	\$14.3086	\$19.2581	\$19.2581	\$15.4085	\$19.2581	\$24.7575	\$20.3580	\$24.7575	\$19.2581	\$24.7575	\$27.5073	\$30.2570

Table 2 EXISTING CASUAL TEAM MEMBERS

Day Work Casual Team Member Base Rate Pay Increases

From the first pay period on or after 1 July each year the casual rate of pay for day work Monday to Friday 7am-6pm for team members employed immediately before the commencement of this Agreement will increase by the FWC annual safety net adjustment decision during the life of this Agreement as set out in Table 7.6.1 of this Agreement.

Table 3 ALL NIGHT SHIFT WORK TEAM MEMBERS

Casual Night Shift Team Member Rates of Pay:

The following rates of pay apply from the first pay period on or after the commencement of this Agreement:

Age	Night shift Monday to Friday	Night Shift Saturday	Night Shift Sunday	Overtime First 3 hours	Overtime Thereafter (Mon-Sat) and Sunday	Public Holiday	Overtime on a Public Holiday
Adult 20 & 21 years	\$37.8953	\$42.7837	\$53.7826	\$42.7837	\$55.0047	\$61.1153	\$67.2258
19 years	\$30.3182	\$34.2290	\$43.0281	\$34.2290	\$44.0058	\$48.8943	\$53.7827
18 years	\$26.5297	\$29.9516	\$37.6509	\$29.9516	\$38.5064	\$42.7838	\$47.0611
17 years	\$22.7412	\$25.6743	\$32.2737	\$25.6743	\$33.0069	\$36.6733	\$40.3396
16 years	\$18.9527	\$21.3969	\$26.8964	\$21.3969	\$27.5075	\$30.5628	\$33.6180
Under 16 years	\$17.0583	\$19.2581	\$24.2076	\$19.2581	\$24.7575	\$27.5073	\$30.2570

Table 4 NEW CASUAL TEAM MEMBERS

Day Work-New Team Members

Day Work casual team members engaged following the commencement of this Agreement will be paid all rates in Table 1 of this Schedule except for the casual rate of pay for the hours Monday to Friday 7am-6pm. Such team members will be paid instead the following casual rate of pay from the first pay period on or after the commencement of this Agreement:

Age	Casual Rate of Pay
20 & 21 years	\$30.6026
19 years	\$24.4821
18 years	\$21.4218
17 years	\$18.3616
16 years	\$15.3013
Under 16 years	\$13.7712



IN THE FAIR WORK COMMISSION

FWC Matter No.:

C2019/5636, C2019/5635 and C2019/5771 Section 604 - Appeals by Kmart Australia Limited t/a Kmart and others against decision [2019] FWC 6105 on 2 September 2019 in matter number AC2018/6995

Appellant in C2019/5636:

Kmart Australia Limited t/a Kmart

Undertaking - Section 190 of the *Fair Work Act 2009* (Cth)

I, Tristram Gray, Chief People and Capability Officer for Kmart Australia Ltd give the following undertakings with respect to the Kmart Australia Ltd Agreement 2018 (Agreement):

Authority to give undertakings

1. I have the authority given to me by Kmart Australia Ltd to provide these undertakings in relation to the application before the Fair Work Commission.

Clause 4: Definitions — Adult rate of pay

2. The adult rate of pay in the Agreement means the rate of pay that applies in the Agreement to 20 and 21-year old team members, despite adults not being specifically referenced in all pay rate tables and schedules of the Agreement.

Clause 8: Payment of Wages — Payment on termination

3. Upon termination of a team member's employment, Kmart must pay to the team member any wages and other amounts due upon termination under this agreement or the NES for any complete or incomplete wages period. Such payment/s must be made no later than 7 days after the day on which the team member's employment terminates. The obligation to comply with this requirement is subject to any order of the FWC impacting on the obligation to pay amounts to a team member upon termination. Kmart is not required to make payment of any amount that is an authorized deduction under this Agreement or the *Fair Work Act 2009*. This undertaking does not override any obligation at law for any long service leave payment to be paid at an earlier time.

Clause 9.1: First Aid Allowance

4. The part-time and casual team member First Aid Allowance amount set out in sub-clause 9.1.3 of the Agreement will only apply if a part-time team member works 6 days in one week followed by 4 days in the next week or where a casual team member works 6 or more days in a week, otherwise the weekly allowance will apply.

Clause 9.9: Uniform Allowance

5. Despite sub-clause 9.9.6 of the Agreement, existing permanent part-time team members who perform higher duties at Grade C who are under 16, 16, or 17 years old will not be exempted from the allowance in sub-clause 9.9.5 of the Agreement and will receive this allowance upon commencement of the Agreement.

Clause 15: Overtime Rates of Pay — Day work team members

6. Day work team members whose ordinary hours of work commence at 6am or finish at Midnight Monday to Saturday will be entitled to overtime rates for overtime worked prior to 6am or after Midnight Monday to Saturday on the following basis:
 - the first three-hour overtime rate in the relevant pay schedule and under clause 15 will apply for the first two hours; and
 - the “thereafter” overtime rate in the relevant pay schedule will apply after 2 hours instead of three hours.

This entitlement shall also apply to any separate shift of overtime worked prior to 6am or after Midnight Monday to Saturday for whose ordinary hours of work commence at 6am or finish at Midnight Monday to Saturday. If time in lieu of overtime is taken by such team members under clause 15 the 1.5-hour time entitlement for the first three hours will apply for the first two hours and the 2-hour time entitlement that applies to overtime thereafter will apply for overtime worked after 2 hours.

On a public holiday work for all team members between 6am-7am and 11pm-Midnight Monday to Saturday and work 6am-9am and 11pm-Midnight on Sunday will be paid at the overtime rate for work on a public holiday in the relevant pay schedule instead of the public holiday rate of pay.

Clause 20: Public Holidays — Christmas Eve/New Year's Eve public holidays

7. In addition to the public holiday entitlements set out in clause 20 of the Agreement, when a part-day public holiday is declared or prescribed between 7pm and Midnight on 24 December or 31 December in each year a permanent team member on annual leave between any of the hours between 7pm and Midnight is taken not to be on annual leave and shall instead be paid at the base rate of pay for such hours. Where a team member is on an RDO between any of the hours of 7pm-Midnight and does not work their ordinary rostered hours as a result being on the RDO, the team member is taken to be on a public holiday for those hours between 7pm and Midnight and is instead paid the relevant base rate of pay for those hours.

Clause 24: Requests for Flexible Work — Consultation obligations

8. The obligations in sub-clauses 24.1.6(i)-(iii) of the Agreement extend to all eligible team members under this clause and not merely to eligible parents and carers. In addition, if a request for a flexible working arrangement has been agreed with any eligible team member under this clause and that agreement differs from the arrangement initially requested by the team member, Kmart must provide the team member with a written response that sets out the agreed changes in working arrangements in addition to any other required response under clause 24.

Daywork and Nightshift work changes

9. For the avoidance of doubt, clause 10.6 of the Agreement also applies to Team Members changing from night shift to day work.

Further conditional undertaking — Rates of pay applicable at test time

10. In the event that the Applicant's submissions in relation to the relevant rates of pay at test time (see Closing Submissions of the Applicant filed on 12 April 2019 at paragraphs 34 to 39) are not accepted by the Commission, then Kmart gives the additional undertaking as follows:

Rates of pay applicable at test time

11. For the avoidance of doubt, the rates of pay that are stated to be applicable from the first pay period after the commencement of the Agreement are to be regarded as the test time rates of pay.

Clause 45.2 Union Matters

12. For the avoidance of doubt, clause 45.2 of the Agreement will operate subject to any applicable requirements of Chapter 3 of Part 3-4 of the *Fair Work Act 2009*.

Clause 7.7.8 Superannuation

13. Clause 7.7.8 of the Agreement shall operate as if the words and punctuation "If, during the life of this Agreement, Kmart becomes obliged by law to provide choice of fund for the team members to whom this Agreement applies," were deleted from the Agreement.


Signature

Date: 12 November 2019