



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Officeworks Limited
(AG2019/2571)

OFFICEWORKS STORE OPERATIONS AGREEMENT 2019

Retail industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 11 OCTOBER 2019

Application for approval of the Officeworks Store Operations Agreement 2019.

[1] Officeworks Limited (Officeworks) has applied for approval of a single enterprise agreement known as the *Officeworks Store Operations Agreement 2019* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Each of the Australian Workers' Union (AWU), the Retail and Fast Food Workers Union (RAFFWU) and the Shop Distributive and Allied Employees' Association (SDA) are bargaining representatives of the employees covered by the Agreement.

[3] Since the application was made on 15 July 2019,¹ concerns were raised about whether the pre approval requirements were met and whether the employees and prospective employees to be covered by the Agreement are “better off overall” than if the relevant award applied.

[4] Further information was provided by the Applicant in response to these concerns.

[5] The AWU and the SDA supported approval of the Agreement at all times. During the course of the proceedings, RAFFWU pressed objections related to the form of certain proposed undertakings and the voting cohort.

[6] A hearing took place on 3 October 2019.

Genuine agreement

The voting cohort

[7] It was not contentious that the voting cohort of employees covered by the Agreement at the time of the vote included a substantial number of casual employees.

¹ Being the next business day for filing after the day specified at s.185(3) of the Act and acceptable pursuant to s.36(2) of the Acts Interpretation Act 1901 (Cth), as in force on 25 June 2009 and pursuant to s.40A of the Act.

[8] Officeworks gave evidence that:

- a) 378 (of 2,282) casual employees did not work a shift during the access or voting periods and were requested to vote to approve the Agreement (the First Group). However, even if this group cast a vote (which is not known) those votes were immaterial to the outcome.
- b) All employees who worked a shift during the access or voting periods and would be covered by the Agreement were requested to vote to approve the Agreement (the Second Group). This group included 9 casual employees who commenced employment during the access or vote periods (New Starters).
- c) Employees were requested to vote, relevantly (and not limited to), in the following ways:
 - in writing: including internal communications posted on the store intranet; FAQs, posters and booklets displayed in stores, all of which were accessible internally and externally prior to and throughout the access and vote periods; and
 - in person: including daily team talks held in store within 30 minutes of commencing shifts, held prior to and throughout the access and vote periods; and additional “access period team talks”, held throughout the access period.

Voting access was facilitated in each store, as well as via remote methods, with a range of “help” facilities made available to assist in the event of a technical difficulty with accessing or casting the vote.

[9] Regarding the First Group, I am satisfied on the evidence and submissions of Officeworks (supported by the AWU and the SDA and not opposed by RAFFWU), that the impact of Officeworks requesting a broader than strictly eligible pool was immaterial and does not prevent approval by the Commission.²

[10] Regarding the Second Group, being plainly eligible, RAFFWU challenged whether Officeworks requested the New Starters to vote within the meaning of ss.181 and 182. It argued that, in the absence of evidence about the “experience” of the New Starters or any “special steps” taken to make a request of New Starters who may have commenced work during the voting period, the Commission may not be satisfied that Officeworks employees had “genuinely agreed” within the meaning of s.188. Officeworks, supported by the AWU and the SDA, invited the Commission to reject RAFFWU’s contentions which were not supported by evidence.

[11] The Act provides a process whereby:

- a) An employer who will be covered by the agreement may request its employees, employed at the time who will be covered by the agreement, to approve the agreement by voting for it (s.181(1)); and

² See *National Tertiary Education Industry Union v Swinburne University of Technology* [2015] FCAFC 98.

- b) The agreement is only made, and can only be approved by the Commission, if a majority of the employees who would be covered by it have been asked to approve the agreement under s.181(1) and approved it by casting a valid vote (s.182(1)),

being relevant to the Commission's assessment of "genuine agreement" for the purposes of s.188(1)(a) and perhaps also (c).

[12] The Act contains other requirements, for example to take all reasonable steps to notify of the vote, but does not specify what steps an employer must take, or how an employer may make, a request of its employees to approve an enterprise agreement by vote under s.181(1). In any event, whether a request is made is a matter of fact to be established on the evidence. The subjective experience of the employees is not the relevant question.

[13] On the evidence before the Commission I consider that Officeworks took the necessary steps, in the context of its business and operation of its workplaces, to request the relevant employees including the New Starters to vote to approve the Agreement. There is simply no basis, on the materials before the Commission, to conclude otherwise.

The NERR

[14] On the further information provided by Officeworks, which was not opposed, I am satisfied that the form and distribution of the Notice of Employee Representational Rights (NERR) strictly complied with ss.173(1), 174(1A) and 181(2).

[15] For the above reasons and having considered all of the evidence before the Commission, I am satisfied that the Agreement was "genuinely agreed" within the meaning of ss.186(2)(a) and 188.

Better off overall

[16] Concerns were raised by the Commission as to whether the Agreement passes the "better off overall test".

[17] Further information was provided in relation to those concerns, including written undertakings to address some concerns in accordance with s.190 of the Act (attached at Annexure A) (Undertakings). The Undertakings include an amendment made with regard to the views of RAFFWU, who did not otherwise oppose the Undertakings. The AWU and the SDA did not oppose the Undertakings.

[18] On an overall assessment of the identified benefits and detriments of the Agreement, and having regard to the Undertakings, I consider that the employees and prospective employees to be covered are "better off overall" under the Agreement than if the relevant reference instrument applied.

[19] I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[20] Noting the Undertakings, the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

The Agreement is approved

[21] On the basis of the material contained in the application, further information, evidence and the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[23] The Agreement is approved on 11 October 2019 and will commence to operate on 4 November 2019, being the later date specified in accordance with s.186(5)(b). It has a nominal expiry date of 11 October 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/2571 - Application for approval of the *Officeworks Stores Operations Agreement 2019*

Applicant:

Officeworks Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Heidi Dorman, Head of Business Partnering, Store Operations and Business for Officeworks Ltd give the following undertakings with respect to the *Officeworks Store Operations Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Officeworks Ltd (**Officeworks**) to provide this undertaking in relation to the application before the Fair Work Commission.
2. Officeworks Ltd undertakes that in the event of an inconsistency between the NES and the Agreement, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
3. This Agreement will commence operation on 4 November 2019, or 7 days after the date it is approved by the Fair Work Commission, whichever is the later. The Agreement will operate for a period of 4 years from the date that it is approved by the Fair Work Commission. The Agreement may, subject to the provisions of the *Fair Work Act 2009*, be varied by mutual consent during the period of its operation.
4. Officeworks undertakes that it will not engage any apprentices who fall within the classifications in the Agreement.
5. Officeworks undertakes that it will not require employees to:
 - a. engage in work that would entitle them to a cold work disability allowance within the meaning of clause 20.8 of the *General Retail Industry Award 2010* (**Award**) if the Award applied to their employment,
 - b. hold a liquor license under a relevant State or Territory law, or
 - c. work in the County of Yancowinna in New South Wales (Broken Hill), but that if it does so require, employees will be entitled to an allowance in accordance with clause 20.13 of the Award:
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3.10.19

Date

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.



OFFICEWORKS STORE OPERATIONS AGREEMENT 2019

PART 1 – APPLICATION AND OPERATION OF THE AGREEMENT

1 TITLE

This Agreement will be known as the Officeworks Store Operations Agreement 2019.

2 ARRANGEMENT

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3 INCIDENCE AND PARTIES BOUND

- 3.1 This Agreement will be binding on the Shop, Distributive and Allied Employees Association (SDA), the Australian Workers' Union (AWU) in relation to its coverage of North Queensland, Officeworks Ltd (previously Officeworks Superstores Pty Ltd), and on all Team Members employed in Officeworks stores except for those Team Members engaged in salaried positions, or on appointment or promotion to such a position.
- 3.2 This Agreement will operate in complete substitution of any Award or Agreement, whether state or federal, previously covering such Team Members as contained herein.
- 3.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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4 OBJECTIVES

- 4.1 That the Store Operations Agreement provides certainty for our team on their terms and conditions and a supportive work environment, making bigger things happen for them.

Through team that are customer focused, flexible and willing to learn, Officeworks will maintain flexibility and agility in how we service and respond to our customers, making it a great place shop as well as great place to work.

- 4.2 To ensure Team Members are competent in their roles, and to provide opportunities for future growth and development for our team, Officeworks is committed to ensuring every Team Member has a development plan which will have been developed in conjunction with their Line Manager.
- 4.3 To ensure Officeworks is a great place to work and a great place to shop, Officeworks Team Members will operate as part of a team, supporting each other and responsible for contributing to an environment where everyone is treated with dignity, courtesy and respect.
- 4.4 To ensure an environment of certainty and stability for our team, Officeworks will be organised in such a way that where additional work and/or opportunities become available in a store, they will be offered to our current Team Members in preference to employing new team members.
- 4.5 To foster and promote harmonious industrial relations, Officeworks, the SDA and the AWU acknowledge and agree that this Agreement will contribute to the achievement of the above objectives. Officeworks, the SDA and the AWU will promote positive Union representation in the workplace that will contribute to the interests of Team Members and to the continued growth of Officeworks. Officeworks, the SDA and the AWU will regularly consult about matters including about matters involving major change that are likely to have significant effects on Team Members.

5 DURATION

- 5.1 This Agreement will operate for a period of 4 years commencing on 4 November 2019, or 7 days after the date it is approved by the Fair Work Commission, whichever is the later. The Agreement may, subject to the provisions of the *Fair Work Act 2009*, be varied by mutual consent during the period of its operation.

6 POSTING OF AGREEMENT

- 6.1 An up to date copy of this Agreement and the NES will be posted and maintained in a prominent place accessible to all Team Members or made available by electronic means, whichever makes them more accessible.

7 ANTI-DISCRIMINATION

The Company, its Team Members and the Union are committed to preventing and eliminating discrimination at Officeworks in accordance with all relevant

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State and Commonwealth Anti-Discrimination legislation. In summary, this legislation prevents discrimination on the basis of:

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

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

8 EQUAL OPPORTUNITY AND WORKPLACE HARASSMENT

The company is committed to providing equal employment opportunity for every Team Member in all spheres of employment.

The company is committed to providing an environment in which Team Members can work without distress or interference caused by any form of harassment.

All Team Members will be provided with a copy of each policy and receive training from the company in relation to equal employment opportunity and harassment.

9 DEFINITIONS

- 9.1 “Base Rate of Pay” and “Ordinary Time Rate of Pay” means the weekly wage in clause 11.3 and 12 for the relevant classification and divided by 38 where the reference is in relation to an hourly rate.

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- 9.2 "NES" means the National Employment Standards in Part 2-2 of the *Fair Work Act 2009* (Cth).
- 9.3 "Act" means the Fair Work Act 2009 (as amended).
- 9.4 "FWC" means the Fair Work Commission or successor.
- 9.5 "Team Member" means an employee of Officeworks covered by this Agreement.
- 9.6 "Union" means the Shop, Distributive and Allied Employees' Association and/or the Australian Workers Union (in relation to its coverage of North Queensland).

PART 2 - CLASSIFICATIONS AND WAGES

10 CLASSIFICATIONS

10.1 All Team members covered by the agreement must be classified according to the structure set out in the below. Officeworks must advise Team Members in writing of their classification and of any changes to their classification.

10.2 The classification by Officeworks must be according to the skill level or levels required to be exercised by the Team Member in order to carry out the principal functions of the employment determined by Officeworks.

10.3 Classification Structure

| Classification | Definition |
|---------------------|---|
| Team Member Level 1 | <p>Team Member who undertakes a range of duties and task. These tasks may include, but not limited to:</p> <ul style="list-style-type: none"> - Customer service including advice and assistance to customers - Merchandise and Stock replenishment - Point of Sale Operations - Packing of products/items for despatch and the despatch of products/items - Asset Protection - General administrative tasks - Returns and Repairs related duties - Assembly of products for sales/customer purchases - Preparation of Customer Orders |
| Team Member Level 2 | <p>Team Member who:</p> <ul style="list-style-type: none"> - Operates a Forklift under a qualified licence as directed by Officeworks and as part of their duties <p>Team Member appointed as a Specialist who:</p> <ul style="list-style-type: none"> - Demonstrates competence and/or skills in one or more specialised category of strategic importance within store operations that supports specialised service and advice to customers - Has completed and demonstrated competency in specialist knowledge to support service and advise in one or more specialised category |
| Team Member Level 3 | <p>Team Member who:</p> <ul style="list-style-type: none"> - Provides supervisory assistance of store and team - Lead and support team in service delivery across the store - Oversee allocation of task or duties to team as directed - Opening and/or closing of store and associated security - Security of Cash - Supervisory activities carried out in accordance to existing guidelines and at the direction of the Store Leadership |

11 Wage Increase

11.1 Base rates of pay will increase in accordance with the below wage table.

| | |
|----------|----|
| Year One | 2% |
|----------|----|

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| | |
|------------|----|
| Year Two | 2% |
| Year Three | 3% |
| Year Four | 3% |

- 11.2 Year 1 wage increase to base rates of pay will apply from the first full pay period on or after 1 July 2019, subject to a positive vote.
- 11.3 All subsequent increases to base rates of pay will take effect from the first full pay period on or after the anniversary of the agreement taking legal effect (for clarity, the anniversary of the decision from the Fair Work Commission approving the Agreement).

12 RATES OF PAY

- 12.1 Team Members employed under this agreement will be paid the following minimum hourly rates of pay.

| Classification | Base Rate of Pay (Hourly) | Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours) |
|---------------------|---------------------------|---|
| Team Member Level 1 | \$22.33 | \$848.54 |
| Team member Level 2 | \$23.44 | \$890.72 |
| Team Member Level 3 | \$24.56 | \$933.28 |

- 12.2 The weekly rate equivalent above is for information only – where any difference exist between the hourly rate and the weekly rate (for example due to rounding), the hourly rate will prevail.
- 12.3 Weekly wages will be calculated to the nearest 10 cents with any amount less than 5 cents being disregarded.

12.4 Junior Rates

- 12.4.1 Junior rates will be calculated as a percentage of the adult rate of an Adult Team Member (Level 1) in accordance with the following percentages:

| | |
|-------------|-----|
| Under 18 | 60% |
| 18 under 19 | 70% |
| 19 under 20 | 85% |

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12.4.2 Junior Rates will not apply to Team Members appointed to Level 2 or Level 3 classifications.

13 PAYMENT OF WAGES

13.1 Wages will be paid fortnightly in arrears by EFT and no later than Wednesday in the week. Wages will be paid based on actual time worked in the preceding fortnight.

13.2 Where a public holiday falls on a Monday and/or Tuesday in a week in which Team Members would ordinarily be paid the payday will be deferred from Wednesday to Thursday.

13.3 Recovery of Overpayments

In the event that Officeworks inadvertently makes an overpayment of remuneration to a Team Member and the entitlement to that remuneration is governed by this Agreement, Officeworks will have the right to recover such overpayment in accordance with this clause.

13.3.1 Officeworks must advise the Team Member in writing of:

- (a) the amount of the overpayment and;
- (b) the reasons and circumstances for the overpayment.

13.3.2 Officeworks and the Team Member may agree on:

- (a) the amount to be recovered from each periodic pay of the Team Member;
- (b) the number of periodic pays that will be affected by the recovery action; and;
- (c) the usual amount of pay that the Team Member will receive whilst the recovery action occurs.

13.3.3 The agreement will be in writing and signed by the Team Member. If the Team Member is under the age of 18, the agreement will be signed by a parent or guardian of the Team Member.

13.3.4 A Team Member will not unreasonably withhold their agreement.

14 SUPERANNUATION

14.1 The superannuation legislation as amended, includes the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), which deal with the superannuation rights and obligations of employers and Team Members generally.

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The rights and obligations in these clauses herein supplement those in the applicable superannuation legislation.

- 14.2 Officeworks will make superannuation contributions on behalf of eligible Team Members in accordance with the applicable legislation on a monthly basis.
- 14.3 Officeworks will pay such contributions into the Team Member's nominated superannuation fund, or if no nomination has been made, into the default fund which for the purpose of this Agreement is the Retail Employees Superannuation Trust ("REST").
- 14.4 Team Members can nominate any superannuation fund that offers an approved MySuper product in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth). A Team Member can nominate their fund of choice by completing the applicable form.
- 14.5 A Team Member can change their superannuation fund nomination at any time during their employment with Officeworks by notifying Officeworks in writing using the applicable form.
- 14.6 Officeworks and the Union recognise the importance of industry superannuation funds such as the Retail Employers Superannuation Trust ('REST'), which is an industry superannuation fund for the retail industry.
- 14.7 Voluntary Employee Contributions – Post Tax

Subject to the governing rules of the relevant superannuation fund an eligible Team Member can make their own post-tax superannuation contributions, or the Team Member can direct Officeworks in writing to set up regular post-tax contributions to the same superannuation fund that the Team Member's superannuation is paid into. This must be done in writing using the form provided by Officeworks.

- 14.8 Additional Superannuation Contributions - Salary Sacrifice

Subject to the governing rules of the relevant superannuation fund an eligible Team Member may direct Officeworks to pay a portion of their wages as additional superannuation contributions (salary sacrifice contributions) into the Team Member's nominated superannuation fund (which must be the same fund that their superannuation contributions under clause 14.3 are paid into) in accordance with this clause.

- 14.9 Any amount paid by Officeworks on behalf of the Team Member under clauses 14.7 or 14.8 is deemed to be paid in satisfaction of Officeworks' obligation to pay the Team Member's wages set out in the Agreement.
- 14.10 It will not be a breach of this Agreement if the actual wages paid to the Team Member fall below the rates set by this Agreement solely because of the payment of additional superannuation contributions under clause 14.8 on a pre-tax basis. Where a Team Member elects to salary sacrifice; overtime rates, loadings, termination payments, and superannuation contributions made by

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Officeworks on the Team Member's behalf will be based on the Team Member's pre-salary sacrifice wage.

14.11 Absence from work

Subject to the governing rules of the relevant superannuation fund, Officeworks will make the superannuation contributions provided for in clause 14.2 and pay the amount authorised under clauses 14.7 and 14.8:

- (a) Paid leave—while the Team Member is on any paid leave;
- (b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the Team Member due to work-related injury or work-related illness provided that:
 - (i) the Team Member is receiving workers compensation payments or is receiving regular payments directly from Officeworks in accordance with the statutory requirements; and
 - (ii) the Team Member remains employed by Officeworks.

15 ABILITY TO SALARY SACRIFICE BY COMPANY AUTHORISATION

15.1 Objectives of Clause

15.1.1 This Clause provides for a Team Member to request an alternative system for the payment of wages. It is intended that the flexibility provided by this Clause will be of benefit to Team Members without imposing additional costs on Officeworks.

15.1.2 Team Members will be able to participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by Officeworks. Team Members are not obliged to participate in this program.

15.2 Flexible Remuneration

15.2.1 A Team Member may, by mutual agreement with Officeworks:

- (a) participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by Officeworks; and
- (b) request to receive wages payable in accordance with this Agreement, minus the amount diverted into contributions under this program.

15.2.2 A Team Member whose request is accepted by Officeworks, will receive the benefit and wages prescribed under this Clause in lieu of wages and other amounts payable under this Agreement.

15.2.3 Any request under 15.2.1 above will be in the form prescribed by Officeworks.

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- 15.2.4 A Team Member who takes any paid leave will receive the benefit and wages prescribed under this Clause in lieu of wages and other amounts payable under this Agreement.
- 15.2.5 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 and benefits provided in Clause 11.3 and 12, Rates of Pay unless this Clause specifically provides otherwise.
- 15.2.6 Each Team Member participating in benefits available under this Clause will 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.
- 15.2.7 Written confirmation as specified in Clause 15.2.6 above will be provided upon any adjustment to pre-arrangement wage rates under this Agreement or reclassification.
- 15.2.8 For all other purposes, after taking into account the deductions made pursuant to Clause 15.2.1 above a Team Member will not receive less than the rate specified in Clause 11.3 and 12, Rates of Pay, of this Agreement for the relevant classification for the team member.

16 PAYMENT OF ALLOWANCES AND REIMBURSEMENTS

- 16.1 Allowances and reimbursements are extra payments made to eligible Team Members for specific purposes.
- 16.2 The allowances and reimbursements that apply under this Agreement are provided in the table below.
- 16.3 The allowance rates and reimbursements rates below are reflective of the first full pay period of this Agreement taking effect. The amounts payable must never be less than the equivalent allowances and reimbursements in the General Retail Industry Award.
- 16.4 Allowance and Reimbursement Table

| Allowance or Reimbursement | Application |
|-----------------------------------|---|
| 16.4(a) Meal allowance | <p>A Team Member required to work more than one hour of overtime after the Team Members ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$18.29.</p> <p>Where such overtime work exceeds four hours a further meal allowance of \$16.57 will be paid.</p> |

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|--|--|
| | No meal allowance will be payable where a Team Member could reasonably return home for a meal within the period allowed. |
| 16.4(b) Special clothing | Where Officeworks requires a Team Member to wear any protective or special clothing such as a uniform, dress or other clothing then Officeworks 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 provision will not apply where the special clothing is supplied and/or paid for by Officeworks. |
| 16.4(c) Excess travelling costs | Where a Team Member is required by Officeworks 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 Officeworks. For clarity, the per kilometre allowance at clause 16.4(f) applies where a Team Member uses their own vehicle. |
| 16.4(d) Travelling time reimbursement | Where Officeworks requires a Team Member to work at a place away from their usual place of employment, all time spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time. In addition, any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment will be reimbursed. Where Officeworks 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. The rate of pay for travelling time will be base rate of pay, except on Sundays and public holidays when it will be time and a half. |
| 16.4(e) Transfer of Team Member reimbursements | Where Officeworks transfers a Team Member from one township to another, Officeworks 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. |
| 16.4(f) Transport allowance | Where Officeworks request a Team Member to use their own private vehicle in the performance of their duties, the Team Member will be paid an allowance of 84 cents per kilometre. |
| 16.4(g) Transport of Team Member reimbursement | 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 |

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| | |
|---------------------------------|--|
| | <p>unable to arrange their own alternative transport, Officeworks will reimburse the Team Member for the cost of a taxi fare from the place of employment to the Team Member's home. This will not apply if Officeworks provides or arranges proper transportation to and/or from the Team Members home, at no cost to the Team Member.</p> <p>Provided always that the Team Member may elect to provide their own transport.</p> <p>Provided further that this clause will not apply to Team Members engaged under the provisions of shiftwork.</p> |
| <p>16.4(h) First aid</p> | <p>Officeworks will provide and continuously maintain adequate first aid kits for use of Team Members in all locations.</p> <p>Where Officeworks appoints a qualified Team Member to perform first aid duties they will be paid an additional allowance of \$11.75 per week.</p> |
| <p>16.4(i) Recall allowance</p> | <p>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 at the appropriate rate for all hours worked with a minimum of three hours on each occasion.</p> <p>The time worked will be calculated from the time the Team Member leaves home until the time they return home.</p> |
| <p>16.4(j) Higher duties</p> | <p>Team Members engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the Team Member is to be paid the higher rate for the time worked only.</p> <p>Team Members who perform higher duties on a regular and systematic basis for whole shifts will be paid the higher rate of pay when they are on annual leave or sick leave for such regular shifts.</p> |

PART 3 – CONTRACT OF EMPLOYMENT AND RELATED MATTERS

17 TERMS OF EMPLOYMENT

17.1 Full – time Team Members

A full-time Team Member is a person employed by the week [subject to clause 25.2] to work 152 hours over a four-week cycle with a minimum daily engagement of 4 hours.

17.2 Part – time Team Members

17.2.1 A part-time Team Member is a person employed by the week to work an agreed guaranteed base number of hours between a minimum of 36 hours and a maximum of 144 hours over a four-week cycle with a minimum daily engagement of 3 hours.

- (a) Those Team Members who were employed prior to the August 1997 Agreement may have a guaranteed base of less than 48 but not less than 36 hours per four-week cycle.
- (b) Those Team Members who were employed prior to the commencement of this agreement may have a guaranteed base number of hours of no less than 48 hours per four-week cycle.

17.2.2 An agreed guaranteed base minimum number of hours for each four-week cycle will be established.

17.2.3 Part time hourly rate

A part-time Team Member will be paid the rates of pay prescribed in Clause 11.3 on a pro-rata basis.

17.2.4 At the time of first being employed, Officeworks and the part-time Team Member will agree, in writing, on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the Team Member will work;
- (c) the actual starting and finishing times of each day;
- (d) that any variation will be in writing; and
- (e) minimum daily engagement is three hours; and
- (f) the times of taking and the duration of meal breaks.

A Team Member who does not meet the definition of a part-time Team Member and who is not a full-time team member or engaged as a

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temporary or fixed term Team Member will be paid as a casual Team Member in accordance with clause 17.5.

17.2.5 A part-time Team Member employed under the provisions of this subclause will be paid for ordinary hours worked at the hourly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under subclauses 17.2.2 and 17.2.7 will be overtime and paid for at the rates prescribed in subclause 27. So as to avoid doubt, any variation under 17.2.7 will not attract overtime.

17.2.6 Officeworks recognises the importance of part-time Team Members. Subject to business needs and prerogative, Officeworks will endeavour to offer additional hours under subclause 17.2.7, where they are required, to part-time Team Members.

17.2.7 Variation

- (a) Any agreement to vary the regular pattern of work will be made in writing before the varied hours commence. A variation under this subclause may be of a temporary (including ad-hoc or one off variations) or permanent nature. A part-time Team Member can elect to provide written standing consent to vary their regular pattern of work in order to work additional hours at the rates of pay specified in clause 11.3 and 12, provided such standing consent may be withdrawn by the Team Member at any time. (To avoid doubt, a Team Member who provides standing consent can still verbally refuse to work additional hours when offered on any occasion.) Such a variation in writing may be made by electronic means (this will include E-mail and SMS).
- (b) A record of the agreement and any variations to it (including by way of standing consent) will be retained by Officeworks and provided to the Team Member. This may be provided by electronic means as noted above.

17.2.8 Agreement entitlements

A part-time Team Member will be entitled to payments in respect of annual leave, public holidays, personal leave and compassionate leave arising under the NES or this Agreement on a proportionate basis. Subject to the provisions contained in this subclause all other provisions of the Agreement relevant to full-time Team Members will apply to part-time Team Members.

17.2.9 Right to Request increase to permanent minimum contractual hours

Where a part-time Team Member has over a period of at least 12 months regularly worked a number of additional temporary hours under subclause 17.2.7, the Team Member may request in writing that Officeworks agree to increase their permanent minimum contractual hours. If Officeworks agrees to the request, the new agreement will be

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recorded in writing. Officeworks may refuse the request upon reasonable business grounds in writing.

17.2.10 Conversion of existing Team Members

No full-time or casual Team Member will be transferred by Officeworks to part-time employment without the written consent of the Team Member. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time Team Member who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with Officeworks and recorded in writing.

17.2.11 Part – time additional hours

- (a) A part-time Team Member's base hours may be increased up to 144 hours on a temporary basis during any 4 week cycle in accordance with clause 17.2.7. These hours will accrue all relevant leave and other entitlements.
- (b) Permanent part-time Team Members are to be offered increases in hours in preference to Officeworks employing new team members, subject to the needs of the business.

17.3 Decreasing hours below base hours

17.3.1 A Team Member who requests to decrease their base hours is able to do so in one of the following ways:

- (a) in the case of a permanent decrease; Team Members are required to provide Officeworks, where possible, with four weeks' written notice of the desired variation to minimum base hours.
- (b) in the case of a reduction during any 4 week cycle; the Team Member with their Store Manager's approval, may do so and will be paid pro-rata of actual hours worked.

17.4 Temporary or Fixed-Term Employment

17.4.1 Officeworks may employ temporary Team Members for a specified period of time or specified task on either a full-time or part-time basis in order to satisfy its operational requirements.

17.4.2 The minimum duration of temporary employment is 1 month. However, if the sole purpose of the temporary employment is to replace a Team Member on annual leave the minimum duration is 1 week.

17.4.3 The maximum duration of temporary employment is 12 months. However, this maximum shall not apply if the sole purpose of the temporary employment is to replace a Team Member on parental leave.

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17.4.4 Temporary employment shall be voluntary. Periods of temporary employment must not run consecutively and temporary employment may be extended by agreement with the Team Member, in line with the relevant maximum duration, detailed in subclause 17.4.3.

17.4.5 Prior to the start of temporary employment, the Team Member will be advised in writing:

- (a) of the nature of the work;
- (b) the hours to be worked;
- (c) the Base Rate of Pay; and
- (d) the start and finish dates of their temporary employment.

17.4.6 Existing Team Members who are entitled to savings provisions contained in this Agreement will continue to be entitled to the applicable savings provisions whilst engaged on temporary employment.

17.4.7 At the end of the temporary employment period, an existing Team Member will revert to a position which is no less advantageous to the Team Member than that which existed immediately prior to the temporary employment commencing.

17.4.8 Where an existing Team Member is offered and accepts a temporary employment, such Team Member is not '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* but are continuing Team Members.

17.4.9 A Team Member who accepts a change to temporary employment will not be disadvantaged in respect to their terms and conditions of employment.

17.4.10 Temporary employment may be terminated by either the Team Member or Officeworks in accordance with clause 20.

17.5 Casual Employment

17.5.1 A casual Team Member will be employed by the hour to work when available and required by Officeworks for less than the prescribed number of ordinary hours for a full-time Team Member with a minimum daily engagement of 3 hours.

17.5.2 Except as provided in Clauses 23.3 and 28.9.2, for each ordinary time hour worked a casual will be paid the appropriate hourly rate for the classification plus 25%.

17.5.3 Casual Team Members are not entitled to: paid public holidays except where worked [Clause 28]; paid personal leave [Clause 30]; paid annual leave [Clause 29]; paid compassionate leave [Clause 31]; prenatal leave [Clause 48]; blood donor leave [Clause 33]; defence force services leave

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[Clause 34]; emergency services leave [Clause 35]; leave of absence [Clause 36]; jury service [Clause 38]; natural disaster leave [Clause 39].

17.5.4 Right to request casual conversion

- (a) A person engaged by Officeworks as a regular casual Team Member may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual Team Member is a casual Team Member who has in the preceding period of 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 Team Member or part-time Team Member under the provisions of this Agreement.
- (c) A regular casual Team Member who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual Team Member who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to Officeworks.
- (f) Where a regular casual Team Member seeks to convert to full-time or part-time employment, Officeworks may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Team Member.
- (g) Reasonable grounds for refusal include that:
 - (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 Members not truly a regular casual Team Member as defined in paragraph (b);
 - (ii) it is known or reasonably foreseeable that the regular casual team member's position will cease to exist within the next 12 months;
 - (iii) it is known or reasonably foreseeable that the hours of work which the regular casual Team Member is required to

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perform will be significantly reduced in the next 12 months;
or

- (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.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where Officeworks refuses a regular casual team member's request to convert, Officeworks must provide the casual Team Member with the employer's reasons for refusal in writing within 21 days of the request being made. If the Team Member does not accept Officeworks' refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 18. Under that procedure, the Team Member or Officeworks may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.
- (j) 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, Officeworks and Team Member must discuss and record in writing:
 - (i) the form of employment to which the Team Member will convert – that is, full-time or part-time employment; and
 - (ii) if it is agreed that the Team Member will become a part-time Team Member, the matters referred to in clause 17.2.4.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual Team Member has converted to full-time or part-time employment, the Team Member may only revert to casual employment with the written agreement of Officeworks.
- (m) A casual Team Member must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual Team Member to convert to full-time or part-time employment, nor permits

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Officeworks to require a regular casual Team Member to so convert.

- (o) Nothing in this clause requires Officeworks to increase the hours of a regular casual Team Member seeking conversion to full-time or part-time employment.
- (p) Officeworks 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 of casual team members already employed as at the commencement of this agreement, Officeworks must provide such Team Members with a copy of the provisions of this within three months.
- (q) A casual team member's right to request to convert is not affected if Officeworks fails to comply with the notice requirements in clause 17.5.4(p).

17.6 Multi work sites

17.6.1 At the commencement of employment or upon announcement of a new store opening, team members may agree to be engaged to work complete shifts at more than one site within a 15 km radius of the team member's original employment worksite without a travel allowance having to be paid. If a Team Member is required to work at a different site, the travel allowance is payable.

17.6.2 Existing team members as at the 1st April 2006 who agree will be covered by this arrangement. In such cases, the agreed additional work sites will be recorded on their employment records.

17.6.3 With 24 hours' notice, team members may be rostered to work temporarily at un-nominated worksites for a complete shift. A travelling allowance is payable if travel to the alternative site creates additional cost to the team member. Such payment will be made as set out in clause 16.

Any additional travelling time will count as part of paid time.

17.6.4 Any Team Member required to work at an alternative work site in an emergency situation, will have such travelling time counted as paid ordinary time and travelling allowance as per clause 16 will apply.

18 RESOLUTION OF ISSUES

18.1 Defined Terms

18.1.1 "Party" means as defined in clause 3.1;

18.1.2 "Dispute" means any matter concerning the application of the terms of Agreement (not merely whether the Agreement applies at all) or matters

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arising from the Agreement, the NES or matters arising at the workplace which pertain to the employment relationship but does not include a matter or claim that:

- (a) would constitute an additional claim; or
- (b) relates to matters in respect of which a Team Member (or former team member) has an immediate right to make a legal claim pursuant to legislation pertaining to termination of employment; or
- (c) relates solely to a team member's immediate right to make a legal claim pursuant to legislation pertaining to equal opportunity or unlawful discrimination complaints.

18.2 Dispute Resolution Procedure

The following procedure for the avoidance or resolution of disputes between Officeworks and team members covered by this Agreement will apply:

18.2.1 In the first instance, the dispute will, wherever possible, be discussed by the affected Team Member and the manager at the work location concerned, with the joint intent of achieving a satisfactory outcome.

18.2.2 If the dispute remains unresolved, an appropriate representative of Officeworks, will assist in resolving the dispute. The Team Member may appoint a Representative at any stage to represent the Team Member in relation to the dispute, this may include officials from the unions covered by this Agreement.

18.2.3 Should the dispute still remain unresolved, a senior representative of Officeworks or another suitably authorised representative of Officeworks must become involved. The Team Member and/or their Representative will meet as required with the representative of Officeworks.

18.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission for Conciliation and/or Arbitration.

18.2.5 Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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18.2.6 Until the dispute is resolved, but subject to Officeworks' responsibility to provide a safe and healthy working environment, all work will continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No Party will be prejudiced as to the final settlement by the continuance or deferment of the work in accordance with this clause.

18.2.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

18.3 Conduct of the Parties

18.3.1 In order to facilitate this Resolution of Issues procedure:

- (a) the Party with the dispute must notify the other Party at the earliest opportunity of the problem;
- (b) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
- (c) sensible time limits must be allowed for completion of the various stages of discussion. However, the Parties must co-operate to ensure that the Resolution of Issues procedure is carried out as quickly as possible.

19 NOTIFICATION OF CHANGE

19.1 Notification

19.1.1 This term applies if Officeworks:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the team members; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of team members.

19.1.2 Major change

For a major change referred to in paragraph 19.1.1(a):

- (a) Officeworks must notify the relevant team members and officials from the Unions covered by the Agreement of the decision to introduce the major change; and
- (b) subclauses 19.1.3 to 19.1.9 apply.

19.1.3 The relevant team members may appoint a representative for the purposes of the procedures in this term.

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19.1.4 If:

- (a) a relevant Team Member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (b) Officeworks or team members advise Officeworks of the identity of the representative;

Officeworks must recognise the representative.

19.1.5 As soon as practicable after making its decision, the Officeworks must:

- (a) discuss with the relevant team members:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the team members; and
 - (iii) measures Officeworks is taking to avert or mitigate the adverse effect of the change on the team members; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant team members:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the team members; and
 - (iii) any other matters likely to affect the team members.

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

19.1.7 Officeworks must give prompt and genuine consideration to matters raised about the major change by the relevant team members.

19.1.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Officeworks, the requirements set out in sub clauses 19.1.2(a) and subclauses 19.1.3 and 19.1.5 are taken not to apply.

19.1.9 In this term, a major change is likely to have a significant effect on team members if it results in:

- (a) the termination of the employment of team members; or
- (b) major change to the composition, operation or size of the Officeworks' workforce or to the skills required of team members; or

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- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain team members; or
- (f) the need to relocate team members to another workplace; or
- (g) the restructuring of jobs.

19.2 Change to regular roster or ordinary hours of work

19.2.1 For a change referred to in paragraph 19.1.1(b):

- (a) Officeworks must notify the relevant team members of the proposed change; and
- (b) subclauses 19.2.2 to 19.2.6 apply.

19.2.2 The relevant team members may appoint a representative for the purposes of the procedures in this term.

19.2.3 If:

- (a) a relevant Team Member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
- (b) the Team Member or team members advise Officeworks of the identity of the representative;

Officeworks must recognise the representative.

19.2.4 As soon as practicable after proposing to introduce the change, Officeworks must:

- (a) discuss with the relevant team members the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant team members:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what Officeworks reasonably believes will be the effects of the change on the team members; and
 - (iii) information about any other matters that Officeworks reasonably believes are likely to affect the team members; and

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- (c) 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).

19.2.5 However, Officeworks is not required to disclose confidential or commercially sensitive information to the team members.

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

19.2.7 In this term:

relevant team members means the team members who may be affected by a change referred to in subclause 19.1.1.

20 TERMINATION OF EMPLOYMENT

20.1 Full-time and Part-time Team Members

20.1.1 Apart from serious misconduct that justifies instant dismissal; or team members engaged for a specific time and/or for specific tasks [temporary employment]; or casual team members, Officeworks must give to team members the following notice of termination:

| 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 or more | 4 weeks |

20.1.2 Team members over 45 years of age with two or more years of continuous service at the time of termination will receive an additional week's notice.

20.1.3 Where the relevant period of notice is not given, the Team Member will be entitled to payment in lieu, provided that employment may be terminated by part period of notice and part payment in lieu.

20.1.4 Payment in lieu of notice will be calculated according to Team Members' full rate of pay for the hours the Team Member would have worked had the employment continued during the notice period.

20.1.5 A Team Member who terminates their employment with Officeworks is required to give the same period of notice as provided in clause 20.1.1.

20.1.6 Where it is mutually agreed between the Store Manager and the team member, notice of termination may be reduced to one week.

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20.1.7 Subject to the relevant state or territory long service leave provisions, if a Team Member fails to give notice, or to work out the full period of notice, Officeworks will have the right to withhold monies due to the Team Member under this Agreement to a maximum amount equal to one week's wages.

20.1.8 At the team member's request, and Officeworks' discretion, part or all of the period of notice may be waived by Officeworks and the Team Member paid up to the date of termination.

20.1.9 Where Officeworks has given notice to a Team Member of intended termination, the Team Member will 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 will be taken at times that are convenient to the Team Member after consultation with their manager.

20.2 Casual Team Members

The employment of a casual Team Member may be terminated by the giving or receiving of 1 hour's notice or payment thereof.

20.3 Abandonment

A Team Member who is absent from work for 3 consecutive shifts, without receiving prior approval for leave, or without having met the appropriate notification of absence requirements may be deemed to have abandoned their employment and terminated their employment with Officeworks at their own initiative, provided Officeworks had made genuine attempts to contact them. If a Team Member subsequently provides an explanation for their absence, together with evidence which would satisfy a reasonable person, Officeworks will reinstate such a Team Member without their continuity of service being affected. This clause operates subject to the terms of the NES in relation to the requirement for notice of termination.

20.4 Statement of Employment

Officeworks will upon receipt of a request from a Team Member, provide to the Team Member a written statement to specify the period of his or her employment and the classification of, or the type of work performed by the Team Member.

21 REDUNDANCY

Excluding casuals, a Team Member whose position is being made redundant will receive the provisions in accordance with the provisions below

21.1 Discussions before terminations

21.1.1 Where Officeworks has made a definite decision that Officeworks no longer wishes 15 or more team members to do the job they have been doing to be done by anyone else and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination

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of employment, Officeworks will hold discussions with the team members directly affected and with the Union.

21.1.2 The discussions will take place as soon as is practicable and will cover, amongst other matters the reasons that the proposed terminations are required, measures to avoid or minimise the terminations and measures to mitigate any adverse affects of any terminations on the team members concerned.

21.1.3 For the purpose of the discussion Officeworks will, 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 purpose terminations, the number and categories of team members likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

21.1.4 Provided that Officeworks will not be required to disclose confidential information the disclosure of which would be detrimental to Officeworks' interests.

21.2 Transfer to lower paid duties

Where a Team Member is transferred to lower paid duties for reasons set out in Clause 21.1 above, the Team Member will be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated and Officeworks may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

21.3 Severance pay

In addition to the period of notice provided in Clause 20.1.1, a permanent Team Member whose employment is terminated for reasons set out above will be entitled to the following amount of severance pay in respect of a continuous period of service:

| Period of continuous service | Severance pay Under 45 years of age | Severance pay 45 years of age and over |
|-------------------------------------|--|---|
| less than 1 year | nil | nil |
| 1 year but less than 2 years | 4 weeks | 5 weeks |
| 2 years but less than 3 years | 7 weeks | 8.75 weeks |
| 3 years but less than 4 years | 10 weeks | 12.5 weeks |
| 4 years but less than 5 years | 12 weeks | 15 weeks |
| 5 years but less than 6 years | 14 weeks | 17.5 weeks |
| 6 years and over | 16 weeks | 20 weeks |

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“Weeks Pay” means the ordinary time rate of pay for the Team Member concerned.

21.4 Team Member leaving during notice

A Team Member whose employment is terminated for reasons set out in 21.1 above may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he or she remained with Officeworks until the expiry of such notice. Provided that in such circumstances the Team Member will not be entitled to payment in lieu of notice.

21.5 Alternative employment

Officeworks in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if Officeworks obtains acceptable alternative employment for a team member.

21.6 Time Off During Notice Period

21.6.1 During the period of notice of termination given by Officeworks a Team Member will be allowed up to 1 days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

21.6.2 If the Team Member has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the Team Member will, at the request of Officeworks, be required to produce proof of attendance at an interview or they will not receive payment for the time absent.

21.6.3 For this purpose a statutory declaration will be sufficient.

21.7 Notice to Centrelink

Where a decision has been made to terminate team members in the circumstances outlined in Clause 21.1 above, Officeworks will notify Centrelink thereof as soon as possible giving relevant information including the number of categories of the team members likely to be affected and the period over which the terminations are intended to be carried out.

21.8 Transmission of Business

21.8.1 Where a business is before or after the date of this Agreement, transmitted from one Company (in this Clause called “the transmitter”) to another Company (in this Clause called “the transmittee”) and a Team Member who at the time of such transmission was a Team Member of the transmitter in that business becomes a Team Member of the transmittee.

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- (a) The continuity of the employment of the Team Member will be deemed not to have been broken by reason of such transmission, and,
- (b) The period of employment which the Team Member has had with the transmitter will be deemed to be service of the Team Member with the transmittee.

In this Clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

21.9 Team Member with less than 1 years service

This Clause will not apply to team members with less than 1 years continuous service and the general obligation on Officeworks 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.

21.10 Team members exempted

This Clause will not apply where the employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual team members, apprentices, or team members engaged for a specific period of time or for a specified task or tasks.

22 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

22.1 Team Members can make a written request to change their working arrangements due to the following circumstances:

- (a) the Team Member is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the Team Member is a carer;
- (c) the Team Member has a disability;
- (d) the Team Member is 55 or older;
- (e) the Team Member is experiencing violence from a member of the Team Member's family;
- (f) the Team Member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing violence from another member their family.

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- 22.2 A Team Member is not entitled to make the request unless:
- (a) the Team Member has completed at least 12 months of continuous service with the company immediately before making the request; and
 - (b) if the Team Member is casual they have a reasonable expectation of continuing employment by the company on a regular and systematic basis.
- 22.3 Before responding to a request, the company must discuss the request 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:
- (a) the needs of the Team Member arising from their circumstances;
 - (b) the consequences for the Team Member if changes in working arrangements is not made; and
 - (c) any reasonable business grounds for refusing the request.
- 22.4 The company must provide the Team Member with a written response to the request within 21 days, stating whether the request is granted or refused.
- 22.5 If the company refuses the request, the written response must include details of the reasons for the refusal including the business grounds for the refusal and how the grounds apply.
- 22.6 If the company and the Team Member reach an agreement on a change in working arrangements that differs from that initially requested by the team member, the company will provide the Team Member with a written response to their request setting out the agreed change(s) in working arrangements.
- 22.7 If the company and the Team Member could not agree on a change in working arrangements in accordance with clause 22.3 the written response must:
- (a) state whether or not there are any changes in working arrangements that the company can offer the Team Member to better accommodate their circumstances; and
 - (b) if the company can offer the Team Member such changes in working arrangements, set out those changes in working arrangements.
- 22.8 The company may only refuse the request on reasonable business grounds which include the following:
- (a) that the request would be too costly or likely to result in a significant loss in efficiency or productivity;
 - (b) that there is no capacity or it is impractical to change the working arrangements of other team members, or recruit new team members, to accommodate the request;

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- (c) that the request would be likely to have a significant negative impact on customer service.

PART 4 – HOURS OF WORK AND ROSTERING**23 HOURS OF WORK**

23.1 This clause does not operate to limit or increase or in any way alter the trading hours of Officeworks as determined by the relevant State or Territory legislation.

23.2 The span of ordinary hours for the beginning and ending of work will be:

| | |
|-------------------------------|------------------|
| Monday – Friday | 7:00am – 11:00pm |
| Saturday | 7:00am – 11:00pm |
| Sunday (where legal to trade) | 9:00am – 11:00pm |

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

23.3.1 Penalty Rates Table: Full-time and part-time team members

| Days of the week | Hours | Full-time and part-time rates of pay |
|--|-------------------|---|
| Monday, Tuesday, Wednesday, Thursday, Friday | 7:00am to 6:00pm | Base rate |
| | 6:00pm to 11:00pm | Base rate + 25% |
| Saturday | 7:00am to 11:00pm | Base rate + 25% |
| Sunday | 9:00am to 11:00pm | From commencement to 30 June 2020: Base rate + 65% From 1 July 2020: Base rate + 50% |

23.3.2 Penalty Rates Table: Casual team members

| Days of the week | Hours | Full-time and part-time rates of pay |
|--|-------------------|---|
| Monday, Tuesday, Wednesday, Thursday, Friday | 7:00am to 6:00pm | Base rate + 25% |
| | 6:00pm to 11:00pm | From commencement to 30 September 2019 Base rate + 30% From 1 October 2019 to 29 February 2020 Base rate + 35% |

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| | | |
|----------|-------------------|---|
| | | <p>From 1 March 2020 to 30 September 2020 Base rate + 40%</p> <p>From 1 October 2020 to 28 February 2021 Base rate + 45%</p> <p>From 1 March 2021 Base rate + 50%</p> |
| Saturday | 7:00am to 11:00pm | <p>From commencement to 30 September 2019 Base rate + 40%</p> <p>From 1 October 2019 to 29 February 2020 Base rate + 45%</p> <p>From 1 March 2020 Base rate + 50%</p> |
| Sunday | 9:00am to 11:00pm | Base rate + 75% |

23.3.3 Award Mirroring - Sunday penalty rates

Sunday penalty rates in clause 23.3 of this Agreement will move in line with the General Retail Industry Award. If the same Sunday penalty rates in the General Retail Industry Award are increased or decreased from the date that this agreement is made to the date this agreement nominally expires, the corresponding increase or decrease will apply to the Sunday penalty rates in this Agreement from the first full pay period after that Award variation takes effect.

23.4 Hours of work on any day will be continuous, except for rest and meal breaks.

23.5 Maximum ordinary hours on a day

A Team Member may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week a Team Member can be rostered for 11 hours.

24 Shiftwork

24.1 Application of clause

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- (a) This clause will apply only to persons specifically employed by Officeworks as shiftworkers under the Agreement.
- (b) This clause does not apply to a Team Member who is employed as a non shiftworker and who does additional hours or overtime.

24.2 Shiftwork definition

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

24.3 Rate of pay for shiftwork

- (a) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.
- (b) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals, inclusive of casual loading) of the ordinary rate of pay.

24.4 Shiftwork performed on Sunday

- (a) From 1 July 2019 to 30 June 2020

Any shiftwork performed on a Sunday will be paid at the rate of 190% (215% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

- (b) From 1 July 2020

Any shiftwork performed on a Sunday will be paid at the rate of 175% (200% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.

24.5 Where a Team Member elects to work on a public holiday shift then the provisions set out in clause 28 will apply for all of the shift.

24.6 For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on a public holiday will be regarded as the public holiday shift. Provided that if the Team Member elects not to work on a public holiday shift such Team Member will be entitled to be absent without loss of pay.

24.7 Provided that in any store where it is mutually agreed between Officeworks and the majority of Team Members engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instance the provisions of clause 28 relating to such holiday will apply on the day so substituted.

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24.8 Rest Breaks and Meal Breaks

Notwithstanding the provision of clause 26 all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

24.9 Rosters

(a) Shiftwork rosters can not be varied so as to avoid the provision of the public holiday entitlements of shiftworkers.

(b) Roster of shiftworkers cannot be arranged so as to have the shiftworker work both shiftwork and non shiftwork in the same week.

25 ROSTERING PRINCIPLES

25.1 Hours per shift

A Team Member may be rostered to work up to a maximum of 9 hours on any day, exclusive of meal breaks or 11 hours once a week.

25.2 Days over a 28 day roster cycle

25.2.1 No full-time Team Member will be rostered to work more than 19 days in any 4 week roster cycle.

25.2.2 No part-time Team Member will be rostered to work more than 20 days in any 4 week cycle.

25.3 Days per week

25.3.1 For all team members rostered hours will be worked on not more than 5 days in each week, provided that rostered hours may be worked on 6 days in 1 week if in the following week rostered hours are worked on not more than 4 days.

25.3.2 Team members may be rostered to a maximum of 6 consecutive days in any fortnight.

25.4 Consecutive days off

Full-time and part-time team members will be rostered in such a way that they will receive at least 2 consecutive days off per week or 3 consecutive days off per fortnight.

25.5 Maximum hours

A Team Member will not be rostered to work more than 46 hours ordinary time in any 6 consecutive days, provided that they work no more than 30 hours in the following week. For clarity this means that team members can work 6 consecutive days, provided that in the following week they work no more than 4 consecutive days.

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25.6 Sundays

Team members may be asked to work a maximum of 3 Sundays in 4 unless otherwise agreed, provided that on the Sunday they do not work they receive a three day break including Saturday.

25.7 Display of rosters

Rosters will be displayed 14 days in advance of the period to which they apply.

25.8 Break between shifts

A minimum break of 12 hours or 10 hours by mutual agreement will apply between the completion of work on 1 day and the commencement of work on the next day.

25.9 Rosters

25.9.1 Excluding casuals, rosters will, where practicable be set and posted on the noticeboard fortnightly in advance and can be changed:

- (a) By 7 days' written notice;
- (b) in the case of an emergency by 48 hours' notice for part-time Team Members, or
- (c) at shorter notice by mutual consent.

Should a Team Member disagree with any roster change they will be provided with a minimum 14 days' written notice in lieu of the 7 days.

25.9.2 Subject to Clause 25.9.1 a Team Member will be provided with a regular roster which will not be subject to frequent variations.

25.9.3 When establishing or changing rosters, Officeworks will consider the reasonable availability of team members which will include family matters, study commitments and religious observances.

25.9.4 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 will be entitled to such penalty, loading or benefit as if the roster had not been changed.

25.9.5 When team members are rostered across the span of hours as provided for at clause 23.2, Officeworks will have regard for whether or not the Team Member can arrange safe transport home.

25.10 Changes in Team Member roster availability

- (a) Where a team member's availability to attend their current shift changes, Officeworks will endeavour to meet a team member's new availability when their availability to attend their current roster changes.

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- (b) If Officeworks is unable to accommodate all of the team member's desired changes, a decrease in the team member's base hours may result.

26 BREAKS

26.1 Breaks during work periods

26.1.1 Breaks will be given as follows:

| Hours Worked | Rest break (paid) | Meal break (unpaid) |
|---|--|---|
| Work less than 4 hours | No rest break | No meal break |
| Work 4 hours or more but no more than 5 hours | 1 x 15min rest break | No meal break |
| Work more than 5 hours but less than 7 hours | 1 x 15 min rest break | 1 x meal break of at least 45 minutes but not more than 60 minutes; 30 minutes at Team Member request |
| Work 7 hours or more but less than 9 hours | 2 x 15 mins rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | 1 x meal break of at least 45 minutes but not more than 60 minutes; 30 minutes at Team Member request |
| Work 9 hours or more | 2 x 15 mins rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. | 2 x meal break of at least 45 minutes but not more than 60 minutes; 30 minutes at Team Member request |

26.1.2 The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the Team Member during work hours. The taking of a rest break will be at a mutually agreed time.

26.1.3 A Team Member cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. A Team Member cannot be required to take a rest break(s) combined with a meal break.

26.1.4 No Team Member can work more than 5 hours without a meal break.

26.1.5 The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this agreement.

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- 26.1.6 At the request of a team member, and by agreement with Officeworks, a Team Member who is rostered to work a shift, which is a minimum of 5 hours and a maximum of 6 hours, may request to take their unpaid meal break immediately prior to the end of their shift. If this request is approved, the Team Member will not be required to stay at or return to the workplace at the end of their break (effectively, the Team Member can use the break as an "early mark").
- 26.1.7 Rest breaks are paid breaks and meal breaks are unpaid breaks (except for shift workers).
- 26.1.8 Individual flexibility clause 50 can be utilised to permit variations to this clause by agreement between Officeworks and team members.

27 OVERTIME

27.1 Entitlement

27.1.1 Officeworks may require a Team Member to work reasonable overtime at appropriate overtime rates other than on a public holiday.

27.1.2 A Team Member will be entitled to the payment of authorised overtime when:

- (a) They are required to work before or after their rostered shift, (except for a part-time Team Member who has been offered and has accepted additional hours of work in accordance with Clause 17.2.7).
- (b) A full-time Team Member works in excess of 152 hours in any 4 week cycle.
- (c) A part-time Team Member works in excess of 144 hours in any 4 week cycle.
- (d) A Team Member is required to work a non rostered shift (except in the circumstances provided for in Clause 25.9.1, or for a part-time Team Member who has been offered and has accepted additional hours of work in accordance with Clause 17.2.7).
- (e) A full-time Team Member works in excess of 19 days in any 4 week cycle.
- (f) A part-time Team Member works in excess of 20 days in any 4 week cycle.
- (g) A Team Member works in excess of 9 hours (excluding meal breaks) on any shift, provided that for one shift per week a Team Member can be rostered for 11 hours without attracting overtime.
- (h) A Team Member works in excess of 5 days per week, or 6 days per week as provided for in clause 25.3.1.

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- (i) A Team Member (other than a shiftworker) who works outside the span of hours in clause 23.2.
- (j) A Team Member works in excess of the maximum hours per week in clause 25.5.
- (k) A Team Member works in excess of six consecutive days in any fortnight.
- (l) A Team Member does not have at least 2 consecutive days off per week or 3 consecutive days off per fortnight.

27.1.3 Officeworks will give consideration for a team member's availability when offering or requesting overtime to be worked.

27.2 Overtime will be paid at the following rates for full-time and part-time Team Members:

27.2.1 Monday to Saturday: first 2 hours at 150%, and 200% thereafter,

27.2.2 Sunday: 200%,

27.2.3 Public Holiday: 250%.

27.3 Overtime will be paid at the following rates for casual Team Members:

27.3.1 Monday to Saturday: first 2 hours at 175%, and 225% thereafter (inclusive of the casual loading),

27.3.2 Sunday: 225% (inclusive of the casual loading),

27.3.3 Public Holiday: 275% (inclusive of the casual loading).

27.4 Each day will stand alone (i.e., overtime will be treated on a daily basis and will be non-cumulative).

27.5 Time off in lieu of overtime

27.5.1 A permanent Team Member may elect to take time off in lieu of overtime provided that:

- (a) any such election is in writing,
- (b) the time off will be calculated at the overtime equivalent,
- (c) the Team Member will be entitled to a fresh choice of payment or time off on each occasion overtime is worked,
- (d) unless otherwise agreed, time off must be taken on a mutually agreed date within one calendar month of the working of the overtime, or will be paid.

PART 5 – PUBLIC HOLIDAYS AND LEAVE

28 PUBLIC HOLIDAYS

28.1 Permanent team members will be entitled, without loss of pay to public holidays as observed in each State and Territory as follows:

- New Years Day
- Australia Day
- Good Friday
- Easter Monday
- Anzac Day
- Queens Birthday (Birthday of the Sovereign)
- Labour Day (8 hour day)
- Christmas Day
- Boxing Day (Proclamation Day)
- Easter Sunday (where declared, prescribed, legislated or gazetted)

28.1.1 Team members in all States and Territories (except Tasmania) will be entitled to a public holiday on Easter Saturday regardless of whether it is declared or prescribed to be a public holiday.

28.2 Permanent team members will be entitled without loss of pay to an additional public holiday in a state or territory or locality within a state or territory when such public holiday is declared or prescribed by the authority of the Commonwealth Government or of a State or Territory Government and such declared or prescribed holiday is to be observed generally by persons throughout the State or Territory or a locality.

Provided that additional days declared or prescribed as local public holidays will be treated as additional paid days off or pay in lieu, but work performed on these days will not attract holiday penalty rates. This will include Newcastle Show Day and the ACT Family and Community Day.

28.3 Additional Days

The following days will be taken in addition to the days named above, or in lieu of where stated:

- Victoria – in addition, Melbourne Cup Day. Provided that where a local day is declared or prescribed in a locality outside the metropolitan area and Melbourne Cup Day is not declared or

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prescribed in the locality, then the local day will be taken as a public holiday in lieu of Melbourne Cup Day.

- Western Australia – in addition, Foundation Day.
- Northern Territory – in addition, Darwin Cup Day or the first Monday of August (but not both days).
- South Australia – in addition, Adelaide Cup (as declared).
- Tasmania – in lieu of Easter Saturday, show day and in addition Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed).
- New South Wales – in addition, the first Tuesday of November in any year. Such day will be treated as an additional day off or pay in lieu. However work on this day will not attract holiday penalty rates.
- Australian Capital Territory – in addition, Canberra Day.
- Queensland – in addition Exhibition Day or the appropriate regional show day.

28.4 Substitute days

28.4.1 If a day (or part day) is substituted by the law of a State or Territory then the substituted day (or part day) is the public holiday and the original day is not a public holiday.

28.4.2 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in Clauses 28.1 and 28.3 above and in this clause, those days will constitute additional holidays for the purpose of this Agreement.

Additional locality days will be taken in accordance with clause 28.2 provided that by agreement between Officeworks and the Union, a public holiday may be celebrated on an agreed date in a State or Territory.

28.5 Store is not open for trade on a public holiday

28.5.1 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 will be entitled to payment for the day based upon their ordinary time earnings (including penalties as appropriate) for the hours normally rostered to work.

28.6 Store is open for trade on a public holiday

28.6.1 Where a store opens for trade on a public holiday, team members who would normally be rostered to work may request to work the day or part thereof and will be paid the appropriate penalty for time so worked.

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Provided that when a Team Member chooses not to work they will be paid in accordance with Clause 28.5 above.

28.6.2 Where a store opens for trade on an actual public holiday which has had the substitution provision of clause 28.4 applied, the following will apply:

- (a) If a Team Member is ordinarily rostered to work on the actual public holiday and the substituted day, then that Team Member will elect which day is to be their public holiday and receive the standard public holiday benefits on that day. The other day will then be a normal rostered day (See Additional Christmas holiday loading).
- (b) If a Team Member is rostered to work on the actual public holiday and not the substituted day, the Team Member will receive the standard public holiday benefits on the actual day.
- (c) If a Team Member is rostered to work on the substituted day and not the actual public holiday, the Team Member will receive the public holiday benefits on the substituted day.

28.6.3 Additional Christmas holiday loading

In the case of Christmas Day where substitution occurs by operation of the law of a State or Territory or by virtue of Clause 28.4, work on 25 December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the Team Member will also be entitled to the benefits of the substituted public holiday.

28.7 Non-Working Day Provisions

28.7.1 A full-time team member, whose non working day falls on a holiday, will be paid by mutual agreement either:

- (a) payment of an additional day's wages,
- (b) addition of one day to the team member's annual leave, or
- (c) another day may be allowed off with pay to the Team Member within twenty eight days after the holiday falls, or during the week prior to the holiday.

28.7.2 A part-time Team Member will be entitled to the provisions of (a), (b) or (c) above where the Team Member works an alternating roster and the public holiday falls on a day on which the Team Member works in any week of their roster cycle.

28.7.3 A part-time Team Member who works 20 starts per 4 week cycle whose non-working day falls on a holiday, will be entitled to the provisions of (a), (b) or (c) above.

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28.7.4 For the purpose of this paragraph for full-time team members, "day" will mean 7.6 hours for a Team Member working 20 days in a 4 week cycle. In respect of part-time team members "day" will mean the average number of hours rostered per day by the Team Member prior to the public holiday in the 4 week cycle.

28.7.5 Where an additional day is proclaimed or gazetted for the public holidays specified in Clauses 28.1 to 28.3, the non-working day provisions above will not apply to the additional public holiday.

28.8 Absences from Work

28.8.1 A Team Member who fails to attend for a rostered shift on the day before or the day after any public holiday will forfeit wages for the day of the absence unless they have provided evidence which would satisfy a reasonable person, such as a medical certificate or statutory declaration.

28.9 Work on a Public Holiday

28.9.1 A Team Member cannot be required, but may volunteer to work on any public holiday as provided for in this clause.

28.9.2 All work on a public holiday will be paid at the rate of 250% (total) with a minimum payment as for 3 hours work.

28.10 Work on certain evenings

All work performed after 6.00 pm on Christmas Eve and New Years Eve will be performed on a voluntary basis.

28.11 Work on Easter Sunday

When a store trades on Easter Sunday where it is not a public holiday, Officeworks will call for volunteers from the team members rostered to work. If Officeworks can obtain enough volunteers to adequately staff the store, those team members who do not wish to work may take a day of annual leave or another form of paid leave or swap the day with another Team Member with the agreement of the Store Manager. However if there are not enough volunteers, Officeworks may require those team members rostered to work their rostered hours.

29 ANNUAL LEAVE

29.1 Annual leave entitlements

29.1.1 Except as otherwise provided for in this agreement, annual leave is provided for in the NES.

29.1.2 Annual leave accrues progressively during each year as follows:

| | |
|-----------------------|--|
| Fulltime Team Members | Fulltime team members will be entitled to 4 weeks (152 hours) of annual leave for each year of continuous service. |
|-----------------------|--|

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| | |
|------------------------|--|
| Part-Time Team Members | Part-Time team members will be entitled to annual leave on a pro-rata basis. |
| Casual Team Members | No entitlement to annual leave. Casual team members receive a 25% casual loading in lieu of paid leave entitlements. |

29.2 Taking Annual Leave

29.2.1 The taking of annual leave will be by mutual agreement.

29.2.2 A period of 4 weeks notice will apply for making application to take annual leave that has become due or accrued. Under no circumstances will a Team Member forfeit their annual leave entitlement.

29.2.3 Officeworks will respond to team members requests for annual leave within 7 days of the initial request being received, but by no more than 14 days from the initial request. Where leave is declined, Officeworks will provide reasons for such declination.

29.2.4 Where a public holiday as outlined in clauses 28.1, 28.2 or 28.3 falls during a period of approved annual leave, that day/s or part-day is treated as a public holiday (day or part day off with pay based on the team member's ordinary base rate of pay) and will not be deducted from their annual leave entitlement.

29.2.5 For the purpose of the additional week of annual leave provided for shiftworkers in the NES, a shiftworker is a 7-day shiftworker who is regularly rostered to work on Sunday's and Public Holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

29.3 Annual Leave Loading

29.3.1 A Team Member will receive payment of annual leave in their normal pay cycle during the period of leave.

29.3.2 During a period of annual leave taken by a team member, the Team Member will receive payment of annual leave loading calculated at 17.5% of their base rate of pay, or the relevant weeknight or weekend penalty rates – whichever is greater but not both.

29.3.3 During a period of annual leave taken by a Team Member who is a shift worker under this agreement, the Team Member will receive leave loading calculated at 17.5% of their base rate of pay or their shift loading – whichever is greater but not both.

29.4 Annual Leave in advance

29.4.1 If a Team Member and Officeworks agree; annual leave may be taken wholly or partly in advance before the Team Member has become

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entitled to the annual leave. Where a Team Member has been granted leave in advance of any entitlement and subsequently terminates their employment prior to accruing the appropriate leave, Officeworks may deduct monies equivalent to the leave granted in advance (including any leave loading paid) from any payment made to the Team Member on termination.

29.4.2 The agreement must state the amount of leave to be taken in advance and the date on which leave is to commence and be signed by a representative of Officeworks and the Team Member and, if the Team Member is under 18 years of age, by the team members parent or guardian.

29.4.3 Officeworks must keep a copy of any agreement under sub clause 29.4 in the team members file on record.

29.4.4 Payment will not be made in lieu of annual leave except in accordance with this clause.

29.5 Cashing Out of Annual Leave

29.5.1 Whilst Officeworks believes that team members should take their annual leave for reasonable rest and recreation, a Team Member who has accrued annual leave entitlement in excess of 4 weeks, may in writing request to 'cash out' a period of paid annual leave.

29.5.2 The granting of such payments in lieu of annual leave will be mutually agreed by Officeworks and the team member.

29.5.3 The Team Member must retain an accrued entitlement of at least 4 weeks after a period of cashed out annual leave.

29.5.4 An agreement must:

- (a) state the amount of leave to be cashed out and the payment to be made to the team member; and
- (b) the date on which the payment is to be made.

29.5.5 An agreement under clause 29.5 must be signed by the employer and the team member, if the Team Member is under 18 years of age, by the team members parent or guardian.

29.5.6 An amount equal to the team members ordinary rate of pay including any applicable annual leave loading to a maximum of 2 weeks of their accrued leave will be paid to them.

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

29.6 Excessive leave accruals: general provision

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- 29.6.1 A Team Member has an excessive leave accrual if the Team Member has accrued more than 8 weeks paid annual leave (or 10 weeks paid annual leave for a shift worker as defined in clause 29.2.5).
- 29.6.2 If a Team Member has an excessive leave accrual, Officeworks or the Team Member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 29.6.3 Clause 29.7 sets out how Officeworks may direct a Team Member who has excessive leave accrual to take paid annual leave.
- 29.6.4 Clause 29.8 sets out how a Team Member who has excessive leave accrual may require Officeworks to grant paid annual leave requested by the team member.
- 29.7 Excessive leave accruals: direction by Officeworks that leave be taken.
- 29.7.1 If Officeworks has genuinely tried to reach agreement with a Team Member under subclause 29.6.2 but agreement is not reached (including because the Team Member refuses to confer), Officeworks may direct the Team Member in writing to take one or more periods of paid annual leave.
- 29.7.2 However, a direction by Officeworks under subclause 29.7.1:
- (a) is of no effect if it would result at any time in the team members' remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 29.6, 29.7 or 29.8 or otherwise agreed by Officeworks and the team member) are taken into account; and
 - (b) must not require the Team Member to take any period of paid annual leave of less than 1 week; and
 - (c) must not require the Team Member to take a period of annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (d) must not be inconsistent with any leave arrangements agreed by Officeworks and the team member.
- 29.7.3 The Team Member must take paid annual leave in accordance with the direction under subclause 29.7.1 that is in effect.
- 29.7.4 A Team Member to whom a direction has been given under subclause 29.7.1 may request to take a period of paid annual leave as if the direction had not been given.

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Note 1: Paid annual leave arising from a request mentioned in subclause 29.7.4 may result in the direction ceasing to have effect. See subclause 29.7.2(a).

Note 2: Under Section 88(2) of the *Fair Work Act 2009*, Officeworks must not unreasonably refuse to agree to a request by the Team Member to take paid annual leave.

29.8 Excessive leave accruals: request by Team Member for leave

29.8.1 If a Team Member has genuinely tried to reach agreement with Officeworks under subclause 29.6.2 but agreement is not reached (including Officeworks refusing to confer), the Team Member may give a written notice to Officeworks requesting to take one or more periods of paid annual leave.

29.8.2 However, a Team Member may only give a notice to Officeworks under subclause 29.8.1 if:

- (a) the Team Member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (b) the Team Member has not been given a direction under clause 29.7.1 that, when any other paid annual leave arrangements (whether made under subclause 29.6, 29.7 or 29.8 or otherwise agreed by Officeworks and the team member) are taken into account, would eliminate the Team Members excessive leave accrual.

29.8.3 A notice given by the Team Member under subclause 29.8.1 must not;

- (a) if granted, result in the team members remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 29.6, 29.7 and 29.8 or otherwise agreed by Officeworks and team member) are taken into account; or
- (b) provide for the Team Member to take any period of paid annual leave of less than 1 week; or
- (c) provide for the Team Member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (d) be inconsistent with any leave arrangement agreed by Officeworks and the team member.

29.8.4 A Team Member is not entitled to request by a notice under subclause 29.8.1 more than 4 weeks paid annual leave (or 5 weeks paid annual leave for a shiftworker, as defined in subclause 29.2.5 in any period of 12 months).

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29.8.5 Officeworks must grant paid annual leave requested by a notice under subclause 29.8.1.

29.9 Annual leave re-crediting

A Team Member who would otherwise be eligible for Personal leave or Compassionate leave during a period of Annual Leave will have their Annual Leave re-credited for that period of Personal leave or Compassionate leave. The annual leave will be re-credited subject to the Team Member satisfying the notification requirements of the applicable leave.

29.10 Annual leave on termination of employment

Any accrued or pro-rata annual leave entitlement will be paid upon termination of employment, including the 17.5% loading referred to in Clause 29.3

30 PERSONAL LEAVE

30.1 Entitlement to Personal Leave

30.1.1 A team member, other than a casual, may take paid personal/carer's leave if the leave is taken:

- (a) because the Team Member is not fit for work because of a personal illness, or personal injury, affecting the Team Member;
or
- (b) to provide care or support to a member of the Team Member's immediate family, or a member of the Team Member's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member;
or
 - (ii) an unexpected emergency affecting the member.

30.1.2 Each permanent Team Member will be entitled to personal leave as follows:

- (a) During the first year of service, 10 days accruing progressively during the year.
- (b) Provided that after 6 months' service, a Team Member will be paid for any personal leave (to a maximum of 10 days) taken during the first 6 months and in respect of which payment was not made. Such back payment will be at the rate of pay applicable to the Team Member at the time such unpaid personal leave was taken.
- (c) At the commencement of the second year of service and any subsequent years of service, 10 days will be credited to the team member.

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- (d) Payment whilst on paid personal leave will be at the team member's ordinary time earnings for the hours normally rostered to work (excluding any penalties).
- (e) If the full period of personal leave as prescribed is not taken in any year, such amount that is not taken will be cumulative from year to year, provided that the Team Member remains in the service of Officeworks.

30.1.3 "Immediate Family member"

For the purposes of this clause, immediate family member is defined as:

- (a) spouse (including former, defacto and a former defacto spouse), child (including foster child), parent, grandparent, grandchild or sibling of the team member;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or of the team member.

30.2 Notification and Documentation Requirements

30.2.1 Officeworks 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.

30.2.2 A Team Member may take up to 2 days' personal leave in any one year without a medical certificate or a statutory declaration.

30.2.3 For absences in excess of 2 days in any one year, a Team Member will provide to Officeworks such evidence as would satisfy a reasonable person such as a medical certificate or statutory declaration.

30.3 Unpaid Carer's Leave

A Team Member (including a casual team member) is entitled to a period of up to 2 days' 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 provided that their entitlement to paid carer's leave has exhausted.

31 COMPASSIONATE LEAVE

31.1 Entitlement Due to Death

A full time or part time Team Member will be entitled to:

31.1.1 Upon the death of their mother, father, (including step parent) guardian, grandparent, spouse (including a separated or defacto spouse) or child (including grandchild, step grandchild, step or foster children), paid compassionate leave to a maximum of five (5) shifts including the day of the funeral.

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- 31.1.2 Upon the death of a parent-in-law, grandparent-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, paid bereavement leave to a maximum of three (3) shifts including the day of the funeral.
- 31.1.3 Upon the death of a former spouse, former defacto spouse or a member of the team member's household, paid compassionate leave to a maximum of two (2) shifts.
- 31.1.4 Upon the death of other close relatives, paid compassionate leave to a maximum of one (1) shift to attend the funeral may be approved by Officeworks.
- 31.1.5 Leave under Clauses 31.1.1 to 31.1.4 may be taken as a single continuous period of leave or as separate shifts of leave.
- 31.1.6 Where the death of a relative detailed in Clauses 31.1.1, 31.1.2 and 31.1.3 occurs interstate or outside of Australia and the Team Member attends the funeral, the Team Member will be entitled to receive an additional unpaid period of compassionate leave, which will not exceed five (5) shifts.
- 31.2 Entitlement Due to Serious Illness/Injury
- 31.2.1 A full time or part time Team Member is entitled to a period of two (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 30.1.3) 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.
- 31.2.2 Team members may access this entitlement for each occasion of serious illness/injury.
- 31.2.3 Compassionate leave taken pursuant to Clause 31.2.1 can be taken at any time while the illness of injury persists.
- 31.2.4 Payment whilst on compassionate leave will be at the team member's ordinary time earnings for the hours normally rostered to work (excluding any applicable penalties).
- 31.2.5 Proof of the illness, injury or death will be required to be produced, when requested by Officeworks, together with proof of attendance in the case of a funeral outside Australia.
- 31.2.6 There will be no entitlement to leave under the clause where a Team Member is absent from work on another form of approved leave.
- 31.3 Compassionate Leave for Casual Team Members

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A casual Team Member is entitled to two (2) shifts unpaid compassionate leave for each occasion in accordance with the conditions stipulated in this Clause.

32 PRE NATAL LEAVE

32.1 Period of leave and eligibility

32.1.1 Pregnant Team Members

A full-time or part-time Team Member who is pregnant may access personal leave for the purpose of attending medical appointments associated with the pregnancy.

32.1.2 Team members whose partner is pregnant

A full-time or part-time Team Member may access paid personal leave for the purpose of attending medical appointments with their pregnant partner.

32.2 Proof of absence

Proof of attendance may be required to be provided to Officeworks, as per clause 30.2.

32.3 Notice required

32.3.1 Where possible team members should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.

32.3.2 The Team Member is to provide reasonable notice to Officeworks of their requirement to take pre natal leave.

32.3.3 Personal leave will be deducted from the team member's accrued entitlement based on the actual time taken to attend each appointment.

33 BLOOD DONOR LEAVE

33.1 A team member, other than a casual, will be entitled to up to 2 hours' paid leave for the purposes of donating blood. A maximum of four separate absences per calendar year will be allowed.

33.2 Absences will be arranged by mutual agreement between the Team Member and Officeworks.

33.3 Upon request, proof of such attendance will be required to be produced.

33.4 Team members should attempt to organise the donation of blood during non-working hours.

34 DEFENCE FORCE SERVICES LEAVE

- 34.1 A full-time or part-time Team Member will be allowed leave of up to 2 weeks maximum per calendar year to attend Defence Forces Reserve approved training camps.
- 34.2 During such leave full-time or part-time team members who are required to attend full-time training will be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.
- 34.3 To receive payment, a Team Member will provide to Officeworks proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.
- 34.4 Team members seeking to take Reserve Forces Leave must provide notice to Officeworks at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.

35 EMERGENCY SERVICES LEAVE

- 35.1 Full-time and part-time team members involved in recognised voluntary services including SES and fire fighting will be entitled to paid time off to attend to emergency situations.
- 35.2 It will be the responsibility of the Team Member to keep Officeworks informed about the time off needed to attend to emergency duties.
- 35.3 To receive payment, a Team Member will provide Officeworks proof of attendance to the emergency situation.
- 35.4 Paid time off for attendance at emergencies in the local area will not be unreasonably restricted nor accessed.
- 35.5 Paid time off for emergencies that are not local will be limited to two days but may be increased depending upon the nature of the emergency, e.g. major bushfires.
- 35.6 In the case where a Team Member's spouse is required to attend to an emergency in accordance with clause 35.1, and the Team member is required to look after their children the Team Member may utilise their carer's leave.

36 LEAVE OF ABSENCE

- 36.1 At the discretion of and subject to approval by Officeworks, a team member, other than a casual team member, with more than 1 year of continuous service, may take a period of authorised unpaid Leave of Absence of one weeks' duration or more, and such absence will not break the continuity of employment for the Team Member concerned provided that:

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36.1.1 the maximum period of absence on any one occasion does not exceed 6 months;

36.1.2 a Leave of Absence application is made by the Team Member at least 6 months prior to the proposed commencement date of the first day of leave of absence as the case may be; and

36.1.3 a Team Member may only take one authorised period of unpaid Leave of absence every 2 years.

36.1.4 For the purpose of this clause, reasons for unpaid Leave of Absence, whilst not exhaustive, may include:

- (a) a Team Member who is studying and requires time to attend exams;
- (b) a Team Member who wishes to travel overseas or interstate for an extended period;
- (c) a Team Member who requires time off to care for a sick or injured close relative;
- (d) a Team Member who wishes to return to studies on a full-time basis.

36.2 Any or all of the provisions in Clause 36.1 may be waived by agreement between Officeworks and the team member.

36.3 All entitlements to Annual Leave, Personal Leave and Long Service Leave will be frozen from the date of commencement of such unpaid Leave of Absence, to the date of returning from such leave.

37 LONG SERVICE LEAVE

37.1 All team members employed under this Agreement will be entitled to receive long service leave in accordance with the relevant State or Territory legislation.

37.2 Team members will be entitled to access long service leave on basis of double time at half pay subject to the Team Member and Officeworks reaching mutual agreement.

38 JURY SERVICE

38.1 A Team Member other than a casual will notify Officeworks as soon as possible of the date upon which they are required to attend for jury service. The Team Member will give Officeworks proof of attendance, which includes the duration of such attendance and the amount of money received in respect of any jury service.

38.2 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 time they would have worked had they not been on jury service.

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- 38.3 While on jury service a Team Member will not be required to attend work until the completion of jury service.
- 38.4 A Team Member on a roster including weekend work will be given time without loss of pay so that the combination of consecutive jury and work days not exceed 5 days per week.

39 NATURAL DISASTER LEAVE

Where a cyclone warning is announced, or there is a natural disaster (e.g. flooding or bushfires) which poses a genuine threat to a team member's property or creates a need for the Team Member to care for their children, the Team Member will be allowed to leave work. Time away from work is unpaid.

40 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

40.1 Policy/preamble

40.1.1 The Company and the Union recognise that Team Members sometimes face situations of domestic violence or abuse in their personal life perpetrated by a family or household member either during a relationship or after separation.

40.1.2 The Company and the Union are committed to providing support to Team Members who experience family or domestic violence and will treat all matters with confidentiality.

40.2 Definitions

In this clause:

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

Note: this includes these relationships through fostering, adoption and step families.

40.3 Family and domestic violence leave

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40.3.1 Team Members who experience family or domestic violence and require time off work to attend to medical appointments, legal proceedings, relocation or making other safety arrangements, and/or any other related activities, will be entitled to:

- (a) paid leave of 2 days per year;
- (b) 3 days unpaid leave; and
- (c) use personal leave, as per clause 30.

40.3.2 Consideration will be given to requests for further unpaid leave on a case by case basis, as per cl. 36.

40.3.3 A Team Member who supports a person experiencing family or domestic violence may take carer's leave (as per cl 30) to accompany them to court or hospital or to mind children.

40.3.4 A Team Member's entitlement to leave associated with family and domestic violence in subclause 40.3.1(a) or 40.3.1(b):

- (a) is available in full at the start of each 12 month period of the Team Member's employment;
- (b) does not accumulate from year to year;
- (c) is available in full to part-time and casual Team Members.
- (d) is payable at the ordinary rate of pay applicable to the classification of the Team Member, inclusive of penalties;
- (e) is not payable on termination

40.3.5 Leave associated with family and domestic violence may be taken as:

- (a) a continuous period;
- (b) a single period of one day;
- (c) any separate period/s of less than one day on which the Company and the Team Member agree.

40.4 Service and continuity

40.4.1 The time a Team Member is on unpaid leave under this clause does not count as service but does not break the Team Member's continuity of service.

40.5 Notice and evidence requirements for the taking of leave

40.5.1 A Team Member must:

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- (a) give the employer notice of the taking of leave under the clause as soon as practicable (which may be a time after the leave has started); and
- (b) advise the employer of the period, or expected period, of the leave.

40.5.2 A Team Member who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 40.3.1.

40.5.3 Such evidence may include a medical certificate, a document issued by the police service, a court or a family violence support service, or a statutory declaration.

40.6 Other measures and provisions

40.6.1 In order to provide support and a safe work environment to a Team Member experiencing family or domestic violence the employer will approve any reasonable request for:

- (a) Changes to their span of hours or pattern of hours and/or shifts
- (b) job redesign or change of duties
- (c) relocation to suitable employment within the company
- (d) a change to their telephone number or email address to avoid harassing contact
- (e) any other appropriate measure including those available under existing provisions for family friendly and flexible working arrangements.

40.6.2 The company will implement a workplace safety plan with specific measures to minimize the risk that Team Members will be subject to violent or abusive behaviour at work and protocols for dealing with a crisis situation.

40.6.3 All personal information concerning matters of family or domestic violence will be kept confidential and may only be divulged in exceptional circumstances, in consultation with the Team Member, where it is imperative to maintain the safety of the Team Member and/or co-workers.

40.6.4 A Team Member will not suffer discrimination or adverse action if they disclose an experience of family or domestic violence.

40.6.5 One, or more if appropriate, family and domestic violence workplace contact persons shall be appointed to provide a point of first contact for Team Members experiencing family and domestic violence. The contact

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person shall be appropriately trained and their contact details disseminated to all Team Members. A Team Member who discloses family or domestic violence to another member of the workplace shall be referred to the nominated contact person.

40.6.6 The company will ensure the Team Member has access to relevant Team Member assistance programs and/or local family and domestic violence specialist resources and be given information regarding support services.

PART 6 – WORKPLACE SAFETY AND RELATED MATTERS

41 ACCIDENT PAY – VICTORIA ONLY

- 41.1 If following an accident or injury a Team Member receives compensation under the applicable state legislation, then that compensation payment will be increased by Officeworks to the amount of the usual weekly rate for the average rostered hours worked by the Team Member at the time of the accident. This payment made by Officeworks will be limited to a maximum of 39 weeks.
- 41.2 The provisions of this clause will not apply in respect of any injury during the first 7 consecutive days (including non-working days of incapacity).

42 WORKPLACE SAFETY

42.1 Objective

42.1.1 The company and its Team Members are committed to achieving and maintaining healthy and safe working conditions in all the company workplaces by abiding by all relevant occupational health and safety legislation.

42.1.2 This commitment will have the following objectives:

- (a) to control workplace hazards at their source.
- (b) to reduce the incidence and costs of occupational injury and disease.
- (c) to provide an occupational rehabilitation system for workers affected by occupational injury or illness.

- 42.2 The company and the union are committed to enabling all Team Members to receive appropriate OH&S training. Health and Safety Representatives (HSR's) will be given paid leave to attend appropriate OH&S training courses as stipulated in the relevant state legislation.
- 42.3 The company shall establish a consultative process for the occupational rehabilitation of Team Members affected by occupational injury and illness. This process shall include a nominated representative, including a Union representative where requested by the Team Member. This process aims to return these Team Members to their pre-injury status within the community, their families and their employment.
- 42.4 Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect Team Member's health and safety or when a decision is made to renovate a site, the company will consult with the Team Members concerned, the health and safety representatives, the stay safe committee. Where significant changes occur, Officeworks will consult with the union. This consultation will aim to identify and resolve potential health and safety problems.

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43 PROTECTIVE CLOTHING

- 43.1 Officeworks will provide wind breaker jackets for team members who work in the receiving area of the site where the weather necessitates.
- 43.2 Suitable protective clothing and/or accessories will 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 Officeworks to meet its obligations to provide a safe work environment for team members.
- 43.3 Where such protective clothing and/or accessories have been provided to a team member, they will be required to use such clothing and/or accessories at all times. If a Team Member is unwilling or refuses to use such clothing and/or accessories, they may be subject to counselling by Officeworks.
- 43.4 Items of protective clothing detailed in this clause will be laundered by Officeworks at the Company's expense.

44 EXTENDED TRADE STORES

- 44.1 In stores that operate outside the following hours:

| | |
|------------------------------|--------------------|
| Monday to Friday | 6.00 am – 10.00 pm |
| Saturday | 6.00 am – 7.00 pm |
| Sunday, where legal to trade | 8.00 am – 6.00 pm |

the following provisions will apply:

- (a) The minimum number of team members in a store will be 3 not including a security guard when required.
- (b) In general a security guard will be located in each store. If however, Officeworks does not believe a security guard is necessary it will discuss the issue with the Union prior to opening outside the above hours.

45 FREE AND SAFE PARKING

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

45.1.1 Prior to darkness move their vehicles closer to the site than would be allowed in the earlier part of the day. Officeworks will encourage but not require team members to do this.

If this is not feasible or it is not allowable due to centre by-laws, then team members should be encouraged but not required to leave the site in the company of other team members to give an element of security through numbers;

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- 45.1.2 request an escort to their cars at the end of their shift regardless of 45.1.1.
- 45.1.3 A request from the Team Member in accordance with 45.1.1 above will not unreasonably be refused by Officeworks.
- 45.2 Officeworks recognises that team members who drive to work want safe and secure car parking without cost to the team member.
- 45.3 Officeworks will provide free and safe car parking to team members at sites that have car parks.

PART 7 – OTHER MATTERS

46 GUIDELINES CONCERNING SECURITY PROCEDURES

46.1 Team Member interviews

46.1.1 When Officeworks is trying to discover whether, or by whom, there has been a breach of Company policy and/or procedure, they are entitled to question any team member, whether suspect or not, from who they may think useful information may be obtained. Provided that no Team Member under the age of 18 years may be questioned without the presence of a parent or guardian.

46.1.2 As soon as Officeworks has reasonable grounds for suspicion that a Team Member has committed a breach they will ask such Team Member whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, they will caution the Team Member before putting to him or her any questions, or further questions, relating to that offence.

46.1.3 The caution will be in the following terms:

“You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence”.

46.1.4 After the above caution, Officeworks will 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.

46.1.5 Officeworks may object to the presence of any particular person as a witness at such interview if there is 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 on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview. The witness should not interrupt or frustrate the course of the interview. If the witness is the team member’s representative he or she will be permitted to speak on the team member’s behalf at all times.

46.1.6 During the course of any such interview, the Officeworks representative will conduct themselves in a courteous manner toward the Team Member being interviewed.

46.1.7 Where an investigation involves a Team Member remaining at the Company’s premises, or elsewhere at the Company’s direction, and with the agreement of the Team Member outside of the Team Member’s direction, and with the agreement of the Team Member outside of the team member’s ordinary working time, such team members will be paid overtime, in accordance with the Agreement, for all time so spent.

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- 46.1.8 As a general principle team members who have been interviewed with regard to a breach or policy and/or procedure 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 Officeworks so as to prevent any negative feeling or actions towards the Team Member as a result of the transfer or change of duties.
- 46.2 Checks of bags parcels and/or lockers
- 46.2.1 Officeworks is entitled to conduct routine checks of Team Member bags and/or parcels at points of exit and entry used by team members.
- 46.2.2 Individual checks of bags, parcels and/or lockers will 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.
- 46.2.3 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.
- 46.3 Carrying of moneys
- 46.3.1 Team members involved in the responsibility of carrying moneys belonging to Officeworks, to or from a bank or other institution, will be accompanied at such times by a responsible fellow team member. Officeworks will not require a Team Member to have money chained, handcuffed or fastened to a team member's person, unless such a fastening is engaged to the Team Member with a quick release mechanism.
- 46.4 Team Member entrances and exits
- 46.4.1 Officeworks may require team members to use Team Member entrances and exits while entering or leaving the site during such times as the Team Member is rostered to work. Officeworks will not require a Team Member to use Team Member entrances and exits in a store when a Team Member wishes to enter the store as a customer on rostered days off, during periods of annual leave or long service leave or other leave.

47 LOCKERS

Officeworks will supply full-time and part-time Team Members with a lockable locker. Casual Team Members will have access to a lockable locker or space for their personal effects during time they work.

SIGNATORIES TO THE AGREEMENT



Rebecca Oakley, as General Manager Human Resources, a person duly authorised by the employer to sign on behalf of Officeworks Limited

Officeworks Limited
236-262 East Boundary Road
BENTLEIGH EAST VIC 3165

15-07-19

Date

Gerard Dwyer, as National Secretary Treasurer, a person duly authorised to sign on behalf of the Shop, Distributive and Allied Employees' Association, an employee bargaining representative.

Shop Distributive and Allied Employees' Association
Level 6
53 Queen Street
MELBOURNE VIC 3000

Date

Steve Baker, as Branch Secretary, a person duly authorised to sign on behalf of The Australian Workers' Union, an employee bargaining representative.

The Australian Workers' Union
Level 13
333 Adelaide Street
BRISBANE QLD 4000

Date

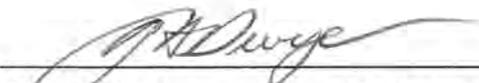
OFFICEWORKS STORE OPERATIONS AGREEMENT 2019

SIGNATORIES TO THE AGREEMENT

Rebecca Oakley, as General Manager Human Resources, a person duly authorised by the employer to sign on behalf of Officeworks Limited

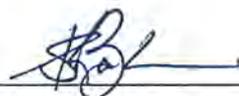
Date

Officeworks Limited
236-262 East Boundary Road
BENTLEIGH EAST VIC 3165


Gerard Dwyer, as National Secretary Treasurer, a person duly authorised to sign on behalf of the Shop, Distributive and Allied Employees' Association, an employee bargaining representative.

15/7/19
Date

Shop Distributive and Allied Employees' Association
Level 6
53 Queen Street
MELBOURNE VIC 3000


Steve Baker, as Branch Secretary, a person duly authorised to sign on behalf of The Australian Workers' Union, an employee bargaining representative.

15/7/19
Date

The Australian Workers' Union
Level 13
333 Adelaide Street
BRISBANE QLD 4000

APPENDIX A – PARENTAL LEAVE

48 PARENTAL LEAVE

48.1 Definitions

'For the purpose of this parental leave clause, the following definitions apply:

(a) 'Continuous service' means service under an unbroken contract of employment and includes:

- (i) any period of leave taken in accordance with this clause;
- (ii) any period of part-time employment worked in accordance with this clause; or
- (iii) any period of leave or absence authorised by Officeworks or by this Agreement.

(b) 'Eligible Casual', means a casual Team Member who is employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the Team Member proposes to proceed on Parental Leave, and who:

- (i) but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by Officeworks on a regular and systematic basis, and
- (ii) but for the pregnancy or the decision to adopt, would have a reasonable expectation of ongoing employment.

(c) 'Team Member' includes an Eligible Casual, unless otherwise specified.

48.1.2 Entitlement

- (a) As an absolute minimum, Officeworks are committed to recognising and providing Team Members with their parental leave entitlements under the NES.
- (b) Other parental leave benefits which may be provided to Team Members (including Eligible Casual and fixed term Team Members where applicable) are set out in company policy, which may be varied from time to time.
- (c) Except as provided in Clause (e), after 12 months' continuous service, parents are entitled to a total of 104 weeks' unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- (d) If a Team Member has 6 months continuous service, the Team Member will be entitled to a combined total of 26 weeks' unpaid

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parental leave in accordance with the provisions of this clause. Additional unpaid leave may be considered by Officeworks upon application by the Team Member in accordance with Clause 36, Leave of Absence.

- (e) Parental Leave is to be available to only one parent at a time, in a single unbroken period. Except that both parents may simultaneously take a period of up to 12 months. Simultaneous leave may be taken in separate periods of not less than 2 weeks, unless otherwise agreed, during the period of leave.
- (f) Where a Team Member has commenced parental leave and loses their child during the period of leave a Team Member may return to work at any time, as agreed between Officeworks and the Team Member, provided that time does not exceed 4 weeks from the recommencement date desired by the Team Member.
- (g) Pregnant Team Members are entitled to be transferred to a safe job because of illness or risk arising out of pregnancy or hazards connected with their current position, in accordance with the NES.

48.1.3 Variation of period of Parental Leave

- (a) Where a Team Member has originally applied for less than 104 weeks leave, the Team Member may extend their leave up to an aggregate of 104 weeks by providing Officeworks 4 weeks' notice.
- (b) A Team Member may shorten their period of leave by agreement with Officeworks, by giving not less than 4 weeks' notice.

48.2 Voluntary casual work whilst on parental leave

- (a) By agreement between a Team Member and Officeworks, a Team Member may be engaged on a casual basis during periods of parental leave, except while on a period of paid Parental Leave under a government scheme.
- (b) Hours worked as a casual Team Member under this Clause:
 - (i) will be paid at the appropriate casual hourly rate;
 - (ii) will not be included for the purposes of accruing any leave entitlements with the exception of long service leave;
 - (iii) will count as service for the purposes of long service leave accrual. A Team Member's long service leave date will be altered by the number of starts worked casually whilst on parental leave;
 - (iv) will not extend the period of parental leave beyond the approved period of leave;

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- (v) a Team Member's status (full time, part time) will not be changed as a result of working during parental leave as provided by this clause.

48.3 Part-time work

- (a) The following provisions do not apply to Eligible Casuals.
- (b) A full-time Team Member may work part-time in one or more periods at any time from the date of birth of the child or placement of the child, until the child's 2nd birthday or anniversary of the placement.
- (c) By agreement, a pregnant full-time Team Member may also work part-time in one or more periods while pregnant, where part-time employment is, because of the pregnancy, necessary or desirable.
- (d) A Team Member may work part-time in relation to a gradual return to full-time work on return from Parental Leave until the child's 2nd birthday (or 2nd anniversary of the child's placement in the case of adoption).
- (e) Following a period of part-time employment as provided for in this Clause 48.3, a Team Member has the right to return to his or her former position.
- (f) Nothing in this Clause 48.3 will prevent Officeworks from permitting the Team Member to return to his or her former position after a second or subsequent period of part-time employment.

APPENDIX B – SUPPORTED WAGE SYSTEM

49 SUPPORTED WAGE SYSTEM

49.1 This clause 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 clause, the following definitions will apply:

49.1.1 'Supported Wage System' 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".

49.1.2 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individuals productive capacity within the Supported Wage System.

49.1.3 '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.

49.1.4 '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.

49.2 Eligibility criteria

49.2.1 Team members covered by this clause 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.

49.2.2 The clause does not apply to any existing Team Member who has a claim against Officeworks 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 current employment.

49.2.3 The agreement does not apply to the Company in respect of its facility, programme, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Company to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12A of the Act, or if a part only has received recognition that part.

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49.3 Supported wage rates

Team members to whom this clause applies will 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:

| Assessed Capacity (Clause 1.4) | % of prescribed agreement rate |
|---|---|
| 10% | *10% |
| 20% | 20% |
| 30% | 30% |
| 40% | 40% |
| 50% | 50% |
| 60% | 60% |
| 70% | 70% |
| 80% | 80% |
| 90% | 90% |

(Provided that the minimum amount payable will be not less than \$87 per week).

Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

49.4 Assessment of capacity

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 and documented in an assessment instrument by either:

49.4.1 Officeworks and the Union in consultation with the Team Member or, if desired by any of these;

49.4.2 Officeworks and an accredited assessor from a panel agreed by the parties to the agreement and the team member.

49.5 Lodgement of assessment instrument

49.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the team member, will be lodged by Officeworks with the Fair Work Commission.

49.5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the Union is not a party to the assessment, it will be referred by the Registrar to the Union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

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49.6 Review of assessment

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

49.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Team members covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

49.8 Workplace Adjustment

When Officeworks wishes to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the team member's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

APPENDIX C – FLEXIBILITY TERM

50 FLEXIBILITY TERM

50.1 An employer and Team Member covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and Team Member in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and Team Member.

50.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Team Member being better off overall than the Team Member would be if no arrangement was made.

50.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and Team Member; and
- (c) is signed by the employer and Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and

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- (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
 - (e) states the day on which the arrangement commences.
- 50.4 The employer must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 50.5 The employer or Team Member may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and Team Member agree in writing — at any time.

APPENDIX D – SAVINGS

51 SAVINGS

51.1 A team member, whose hours have been reduced under clause 14.3.1 of the *Officeworks Agreement 2012*, will be provided with the opportunity to increase their hours as business needs allow, and will have preference to increase hours ahead of other current and new part-time team members or casual team members.

51.2 For all team members employed with Officeworks as at 1 April 2000, work outside the following times will be voluntary:

| | |
|-------------------------------|------------------|
| Monday – Friday | 7:00am – 10:00pm |
| Saturday | 7:00am – 7:00pm |
| Sunday (where legal to trade) | 9:00am – 6:00pm |

51.3 For all team members employed by Officeworks at the commencement of this agreement, work outside the following times will be voluntary:

| | |
|-------------------------------|------------------|
| Monday – Friday | 7:00am – 10:00pm |
| Saturday | 7:00am – 10:00pm |
| Sunday (where legal to trade) | 9:00am – 7:00pm |

51.4 Where Sunday trading becomes legal in a state or locality where it is not currently legal, Sunday work will be voluntary for existing team members at the time Sunday trading becomes legal.

51.5 A Team Member who was employed as a Level 1 Team Member under the *Officeworks Agreement 2012* will not suffer a reduction in their ordinary time rate of pay as a result of the introduction of this agreement and will receive the full percentage wage increases payable under this agreement.

51.6 A Team Member who, prior to the introduction of this agreement, worked between the hours of 10pm and 11pm on Saturday or 7pm to 11pm on Sunday, will continue to receive the same hourly rate (including penalties) after the introduction of this agreement until such time as the rate payable under this agreement exceeds the saved rate.

51.7 No Team Member employed at the time of the approval of this agreement will have their hours reduced or their roster changed as a result of the savings under clause 51.5 or 51.6.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/2571 - Application for approval of the *Officeworks Stores Operations Agreement 2019*

Applicant:

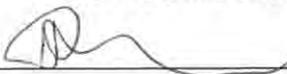
Officeworks Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Heidi Dorman, Head of Business Partnering, Store Operations and Business for Officeworks Ltd give the following undertakings with respect to the *Officeworks Store Operations Agreement 2019* ("the Agreement"):

1. I have the authority given to me by Officeworks Ltd (**Officeworks**) to provide this undertaking in relation to the application before the Fair Work Commission.
2. Officeworks Ltd undertakes that in the event of an inconsistency between the NES and the Agreement, and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.
3. This Agreement will commence operation on 4 November 2019, or 7 days after the date it is approved by the Fair Work Commission, whichever is the later. The Agreement will operate for a period of 4 years from the date that it is approved by the Fair Work Commission. The Agreement may, subject to the provisions of the *Fair Work Act 2009*, be varied by mutual consent during the period of its operation.
4. Officeworks undertakes that it will not engage any apprentices who fall within the classifications in the Agreement.
5. Officeworks undertakes that it will not require employees to:
 - a. engage in work that would entitle them to a cold work disability allowance within the meaning of clause 20.8 of the *General Retail Industry Award 2010* (**Award**) if the Award applied to their employment,
 - b. hold a liquor license under a relevant State or Territory law, or
 - c. work in the County of Yancowinna in New South Wales (Broken Hill), but that if it does so require, employees will be entitled to an allowance in accordance with clause 20.13 of the Award;
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

3.10.19

Date