



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Officeworks Superstores Pty Ltd
(AG2012/1297)

OFFICEWORKS AGREEMENT 2012

Storage services

COMMISSIONER LEE

MELBOURNE, 21 MAY 2012

Application for approval of the Officeworks Agreement 2012.

[1] An application has been made for approval of a single-enterprise agreement known as the *Officeworks Agreement 2012* (the Agreement). The application was made by the Officeworks Superstores Pty Ltd (the Applicant) pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] The Applicant has provided a written undertaking. A copy of the undertaking is attached to this decision at Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement.

[3] Subject to the undertaking referred to above, 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.

[4] The Australian Workers' Union and the Shop, Distributive and Allied Employees Association, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note that the Agreement covers The Australian Workers' Union and the Shop, Distributive and Allied Employees Association.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 May 2012. The nominal expiry date of the Agreement is 31 March 2015.



COMMISSIONER

Annexure A:



14 May 2012

Attn: Commission Lee

In Fair Work Australia

FWA Matter No. AG2012/1297

Applicant: Officeworks Superstores Pty Ltd

UNDERTAKINGS BY THE APPLICANT

The Applicant provides the follow undertakings in respect to the Officeworks Agreement 2012 ("the Agreement"), lodged with Fair Work Australia on 19 April 2012

1. Officeworks undertakes that the majority of employees rostered hours will be within the span of ordinary hours provided in clause 20 of the agreement
2. Officeworks undertakes that the dispute settlement procedure in Clause 17 will allow for settlement of disputes in relation to the National Employment Standards.
3. Officeworks undertakes that any arrangement entered into under clause 44 which varies the effect of the agreement in relation to an employee and employer will be treated as an individual flexibility arrangement and will be made in compliance with s203 (2)(b) and s203 (3) - (7) of the Fair Work Act inclusive.
4. Officeworks undertakes that clauses 18 and 42 will allow employees to choose representation for the purposes of consultation.

Regards,

A handwritten signature in black ink, appearing to read "Margaret Robinson".

Margaret Robinson
Employee Relations Manager
Officeworks

P: 03 8575 1710
E: mrobinson@officeworks.com.au

Officeworks Superstores Pty Ltd
236 - 262 East Boundary Road East Bentleigh Victoria 3165 Australia / PO Box 513 East Bentleigh Victoria 3165 Australia
Telephone: +61 3 8575 1900 Facsimile: +61 3 8575 1999 www.officeworks.com.au ABN 36 004 763 526

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



OFFICEWORKS AGREEMENT 2012



PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement will be known as the Officeworks Agreement 2012.

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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), Australian Workers Union of Employees Queensland (AWUQ), Officeworks Superstores Pty Ltd (Officeworks), 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** The Agreement will be binding on all team members of Officeworks employed in the Customer Service Centre in Victoria except for those team members engaged in salaried positions, or on appointment or promotion to such a position.
- 3.3** This Agreement will operate in complete substitution of any Award or Agreement, whether state or federal, previously covering such team members as contained herein.

4 OBJECTIVES

- 4.1** Team members selected to work at Officeworks will be team players who are customer-focused, results oriented, flexible, willing to learn, and who possess a strong attention to detail and strong interpersonal skills.
- 4.2** Officeworks will provide its team members with the training they need to be competent in their role and provide opportunities for growth and development in order to undertake further roles.
- 4.3** To serve Officeworks customers, Officeworks team members will operate as part of a team, supporting each other and working in a number of areas. Officeworks team members will be multi-skilled in various areas of the organisation.
- 4.4** To foster the team culture, Officeworks will be organised in such a way to maximise permanent employment where possible.
- 4.5** To foster and promote harmonious industrial relations, Officeworks and the SDA acknowledge and agree that this Agreement will contribute to the achievement of the above objectives and will provide for positive Union representation in the workplace that will contribute to the interests of team members and to the continued growth of Officeworks.

5 DURATION

- 5.1** This Agreement will operate for a period of 3 years commencing 1 April 2012 and will come into effect 7 days after the date it is approved by the Workplace Authority. The Agreement may, subject to the provisions of the Fair Work Act 2009, be varied by mutual consent during the period of its operation.

5.2 It is agreed that there will be no extra claims during the life of the Agreement.

6 ANTI-DISCRIMINATION

The Company, its employees and the Union are committed to preventing and eliminating discrimination at Officeworks in accordance with all relevant State and Commonwealth Anti-Discrimination legislation. In summary, this legislation prevents discrimination on the basis of:

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

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.

7 EQUAL OPPORTUNITY AND WORKPLACE HARASSMENT

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

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

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

8 DEFINITIONS

8.1 A 'Team Member' means an employee of Officeworks covered by this Agreement.

8.2 Classification Structure

8.2.1 'A team member with additional responsibilities, which they are responsible for shall be a Specialist team member (Level 1)'.

A team member at this level includes:

- All customer service centre team members

Or,

- Technology specialist
- Furniture specialist
- Print & copy specialist
- Stationery specialist
- Key Holder

Who has received the indicative role and core training as per Officeworks Learning and Development framework and work experience. Competency is determined in completion of training modules and work performance standards described in Officeworks procedures, policies and this Agreement.

And

- Is engaged in all or any of the functions listed in level 2, and
- Who is at a level of skill above that of a level 2,
- Who may also be responsible for stock control
- Who may be responsible for the supervision, mentoring and coaching of team members

8.2.2 'Team member (Level 2)' tasks include but are not limited to

- the provision of information, advice and assistance to customers;
- demonstration of products/items for sale;
- the sale or hire of products/items by any means;
- the recording by any means of a sale or sales;
- the receiving, arranging or making payment by any means;
- the receiving and preparation for sale and or display of products/items in or about any store;
- the pre-packing or packing, weighing, assembling, pricing or preparing of products or other items for sale;
- the display, shelf filing, replenishing or any other method of exposure or presentation for sale of goods;
- the wrapping or packing of products/items for despatch and the despatch of products/items;
- the receipt, preparation, packing of products/items for repair or replacement and the repair of products/items;

8.2.3 Key Classification

The key classification for this Agreement is 'Team Member (Level 2)' as defined in clause 8.2.2. The rate of pay for a 'Team Member (Level 2)', as of the commencement this Agreement, has been based upon, and is relative to, the rate for the classification of Service Assistant Level 2 as provided in Clause 12 of the Officeworks Superstores Pty Ltd Award 2002.

PART 2 –RATES OF PAY

9 RATES OF PAY

9.1 Specialist Team Member (Level 1)

9.1.1 A Specialist team member will be paid an additional 10% above the applicable team member rate provided for in clause 9.2.

9.2 Adult Team Member (Level 2)

- 9.2.1 The minimum rate of pay for an Adult team member (Level 2) for 38 hours per week is as follows:

1 April 12	1 April '13	1 April '14
\$710.63	\$735.50	\$761.24

- 9.2.2 Increases will take effect on the first pay period to commence on or after the increment date.

9.3 Higher Duties

- 9.3.1 Where a team member is nominated by Officeworks to perform duties as a Specialist for a minimum of 2 hours or more on each shift and the team member is deemed to be responsible for the work performed at that level, the team member will receive the Specialist rate of pay for the whole shift which is worked as a Specialist.
- 9.3.2 Team members who perform higher duties as a Specialist on a regular and systematic basis for whole shifts will be paid the Specialist rate of pay when they are on annual leave or sick leave for such regular shifts as a Specialist.

9.4 Junior Rates

- 9.4.1 Junior rates will be calculated as a percentage of the adult rate of an Adult Team Member (Level 2) in accordance with the following percentages:

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

- 9.4.2 Junior Rates will not apply to team members appointed as Specialist team members. All Specialist team members will be paid at the adult Specialist team member rate of pay prescribed at clause 9.1.

- 9.5 Weekly wages will be calculated to the nearest 10 cents with any amount less than 5 cents being disregarded.

10 PAYMENT OF WAGES

- 10.1 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.
- 10.2 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.

10.3 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.

10.3.1 Officeworks must advise the team member in writing of:

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

10.3.2 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.

10.3.3 The agreement will be in writing. A team member will not unreasonably withhold their agreement.

11 TRAVELLING ALLOWANCE AND TRANSPORT

11.1 Where a team member is temporarily transferred from one site to another, or if they are required by Officeworks to attend a training course outside of their usual place of employment, they will be entitled to either the cost of additional fares if public transport is used or an allowance of 84 cents per additional kilometre travelled where the team member uses their private vehicle on Officeworks' business.

11.2 A team member will also be entitled to payment of additional travelling time at the ordinary time earnings rate except on Sundays and Public Holidays when payment will be time and a half.

11.3 Provided such payments will cease when the team member has been permanently transferred to the site.

11.4 Where a team member works additional hours beyond their rostered shift without having been provided with either 24 hours' notice or notice before the completion of the previous shift, and they are unable to obtain their regular form of transport home, Officeworks will arrange at its own cost, an alternative safe form of transport for the team member.

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

- 11.5.1 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;

- 11.5.2 request an escort to their cars at the end of their shift regardless of 11.5.1.

- 11.5.3 A request from the team member in accordance with 11.5.2 above will not unreasonably be refused by Officeworks.

12 SUPERANNUATION

Team members will be subject to the provision of the Superannuation Guarantee (Administration) Act 1992 and any amendments thereof. Such superannuation will be paid into the Retail Employees Superannuation Trust (REST) on a monthly basis.

13 ABILITY TO SALARY SACRIFICE BY COMPANY AUTHORISATION

13.1 Objectives of Clause

- 13.1.1 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.

- 13.1.2 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.

13.2 Flexible Remuneration

- 13.2.1 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.

- 13.2.2 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.

- 13.2.3 Any request under 13.2.1 above will be in the form prescribed by Officeworks.
- 13.2.4 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.
- 13.2.5 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 9, Rates of Pay unless this Clause specifically provides otherwise.
- 13.2.6 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.
- 13.2.7 Written confirmation as specified in Clause 13.2.6 above will be provided upon any adjustment to pre-arrangement wage rates under this Agreement or reclassification.
- 13.2.8 For all other purposes, after taking into account the deductions made pursuant to Clause 13.2.1 above a team member will not receive less than the rate specified in Clause 9, Rates of Pay, of this Agreement for the relevant classification for the team member.

PART 3 - CONTRACT OF EMPLOYMENT AND RELATED MATTERS

14 TERMS OF EMPLOYMENT

14.1 Full – time team members

A full-time team member is a person employed by the week [subject to Clause 21.2] to work 152 hours over a four week cycle with a minimum daily engagement of 4 hours.

14.2 Part – time team members

14.2.1 A part-time team member is a person employed by the week to work a guaranteed base number of hours between a minimum of 48 hours and a maximum of 144 hours over a four week cycle with a minimum daily engagement of 3 hours provided that team members may work greater than 144 hours in a 4 week cycle in accordance with clause 14.2.4.

- (a) By agreement, team members may work less than 48 hours over a four week cycle, but not less than 40 hours per four week cycle. Team members may request to revert to a 48 hour minimum. Requests will be agreed to, subject to the operational requirements of the business. Team members must provide to Officeworks 4 weeks' written notice with their request.
- (b) 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.

14.2.2 A guaranteed base minimum number of hours for each four week cycle will be established and any hours rostered in excess of that minimum will be voluntary.

14.2.3 Part time hourly rate

A part-time team member will be paid the rates of pay prescribed in Clause 9 on a pro-rata basis.

14.2.4 Part – time additional hours

- (a) A part-time team member's base hours may be increased to 144 hours on a temporary basis during any 4 week cycle.
- (b) During the periods listed below, all hours worked between 144 up to 152 in a four week cycle will be paid at the ordinary hourly rate plus 15%:
 - from the four week pay cycle to commence closest to 15 December and for the following four week pay cycle;
 - the four week pay cycle to commence closest to 1 June and the following four week pay cycle; and
 - in a four week cycle which contains a stocktake.

- (c) All calculations for annual leave, sick leave, compassionate leave, carers leave and public holidays will be made on the hours worked from the base hours to 144 hours. Hours in excess of 144 will not be included in the calculation of these entitlements.
- (d) 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.

14.3 Decreasing hours below base hours

- 14.3.1 Once the base minimum hours are established, they can be reduced by Officeworks by no more than 20% in any 1 year. Four weeks' notice is to be given before there can be any reduction in the base minimum hours.
- 14.3.2 A team member, whose hours have been reduced, 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.
- 14.3.3 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.

14.4 Temporary Employment

- 14.4.1 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.
- 14.4.2 The period of engagement of temporary team members engaged for a specified period of time, will be stated in writing. The specific task of team members engaged for a specified task will be stated in writing. A temporary team member may be engaged for more than the specified period of time or specified task but each engagement stands alone.
- 14.4.3 Temporary team members are entitled to the benefits contained in this Agreement on a pro-rata basis.
- 14.4.4 Officeworks will not use the provisions of this clause to avoid giving permanent employment.

14.5 Casual Employment

- 14.5.1 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.

- 14.5.2 Except as provided in Clauses 19.2 and 25.10.2, for each ordinary time hour worked a casual will be paid the appropriate hourly rate for the classification plus 25%.
- 14.5.3 Casual team members are not entitled to: paid public holidays except where worked [Clause 25]; paid personal leave [Clause 27]; paid annual leave [Clause 26]; paid compassionate leave [Clause 28]; prenatal leave [Clause 29]; blood donor leave [Clause 30]; defence force services leave [Clause 31]; emergency services leave [Clause 32]; leave of absence [Clause 33]; jury service [Clause 35]; natural disaster leave [Clause 36].
- 14.5.4 A casual team member, who has maintained a regular pattern of base hours at the current store for at least twelve months, may request to have his or her contract of employment converted to permanent employment.

14.6 Multi work sites

- 14.6.1 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.
- 14.6.2 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.
- 14.6.3 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 11.

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

- 14.6.4 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 11 will apply.
- 14.6.5 Notwithstanding clause 14.6.4 above, Officeworks will have the ability to move team members without payment of a travelling allowance/time as referred to in Clause 11 to alternative stores without additional travel time or cost for the team member in travelling to and from new stores where Officeworks is impacted by refurbishment programs, or significant downturn in trade.

- 14.6.6 Team members who have been moved in accordance with clause 14.6.5 will have the right to return to their previous store at an agreed time between Officeworks and the team member.

15 UNIFORM

15.1 Officeworks will provide appropriate clothing at no cost to the team member (e.g. Polo shirts, windcheater/polar fleece) on commencement of employment and on the anniversary of each team member.

15.2 Additional items

Team members are required to wear black pants/skirts/shorts and enclosed black shoes with their uniform.

15.3 Laundry allowance

Laundry allowance is absorbed into the loaded rate of pay

16 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.

17 RESOLUTION OF ISSUES

17.1 Defined Terms

- 17.1.1 "Party" means Officeworks or a team member or team members involved in the dispute and "Parties" means both or all of them;
- 17.1.2 "Dispute" means any matter concerning the application of the terms of Agreement (not merely whether the Agreement applies at all) or matters arising from the Agreement 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 pursuant to clause 5.2 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.
- 17.1.3 "Team Member Representative" means a fellow team member from the same work location place or, if relevant, a representative of the SDA.

17.2 Dispute Resolution Procedure

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

- 17.2.1 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.
- 17.2.2 If the dispute remains unresolved, an appropriate representative of Officeworks, will assist in resolving the dispute. The team member may appoint a Team Member Representative at any stage to represent the team member in relation to the dispute.
- 17.2.3 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 Team Member Representative will meet as required with the representative of Officeworks.
- 17.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia for Conciliation and/or Arbitration.
- 17.2.5 Fair Work Australia may deal with the dispute in 2 stages:
 - (a) Fair Work Australia 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 Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 17.2.6 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.
- 17.2.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

17.3 Conduct of the Parties

- 17.3.1 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.

18 NOTIFICATION OF CHANGE

18.1 Notification

- 18.1.1 Where Officeworks has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, Officeworks will notify the team members who may be affected by the proposed changes and the SDA.
- 18.1.2 "Significant effects" include termination of employment, major changes in the composition, operation, size of Officeworks' workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

18.2 Discussion

- 18.2.1 Officeworks will discuss with the team members affected and the SDA, the introduction of the changes referred to in Clause 18.1 hereof, the effects the changes are likely to have on team members, measures to avert or mitigate the adverse effects of such changes on team members and will give prompt consideration to matters raised by the team members and/or the SDA in relation to changes.
- 18.2.2 The discussions will commence as early as practicable after a definite decision has been made by Officeworks to make changes referred to in Clause 18.1 hereof.
- 18.2.3 For the purposes of such discussion, Officeworks, will provide in writing to the team members concerned and the SDA, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on team members and any other matters likely to affect team members provided that Officeworks will not be required to disclose confidential information the disclosure of which would be harmful to Officeworks' interests.

19 TERMINATION OF EMPLOYMENT

19.1 Full-time and Part-time Team Members

- 19.1.1 Apart from conduct that justifies instant dismissal, including malingering, theft, neglect of duty; 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

- 19.1.2 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.
- 19.1.3 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.
- 19.1.4 Payment in lieu of notice will be calculated according to team members' weekly ordinary time earnings.
- 19.1.5 A Team member who terminates their employment with Officeworks is required to give the same period of notice as provided in clause 19.1.1.
- 19.1.6 Where it is mutually agreed between the store manager and the team member, notice of termination may be reduced to one week.
- 19.1.7 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 the ordinary time earnings for the period of notice required.
- 19.1.8 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.
- 19.1.9 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.

19.2 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.

19.3 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.

19.4 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.

PART 4 - HOURS OF WORK AND ROSTERING**20 HOURS OF WORK**

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

Monday to Saturday	6.00am – 10.00pm
Sunday, where legal to trade	7.00am – 7.00 pm

20.2 Ordinary hours of work may be rostered on any day at any time. Where work is performed outside the above span of hours, the penalties outlined elsewhere in this clause will apply. The span of hours and applicable penalties are listed below:

Span of hours	Penalties: Permanent Team Members	Penalties and loading: Casual Team Members
Monday to Friday 12.00am to 6.00am	30%	55%
Monday to Friday 6am to 10pm	Nil	25%
Monday to Friday 10pm to 12 midnight	15%	40%
Saturday 12.00am to 6am and 10pm to 12 midnight	50%	75%
Saturday 6 am to 8pm	Nil	25%
Saturday 8pm to 10pm	25%	50%
Sunday 7 am to 7 pm (where legal to trade)	50%	75%
Sunday 12am to 7am and 7pm to 12 midnight	100%	125%
Sunday 7am to 7pm (where not legal to trade)	100%	125%

20.3 The span of hours listed in clause 20.2 will be voluntary for all team members employed with Officeworks as at 1 April 2000.

21 ROSTERING PRINCIPLES

21.1 Hours per shift

A team member may be rostered to work up to a maximum of 10 hours on any day, exclusive of meal breaks.

21.2 Days over a 28 day roster cycle

21.2.1 No full-time or part-time team member will be rostered to work more than 20 days in any 4 week roster cycle.

21.3 Days per week

21.3.1 In the case of full-time and part-time 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.

21.3.2 A full time or part time team member may be rostered to a maximum of 6 consecutive days in any fortnight.

21.3.3 A casual team member will not work on more than 5 days per week , except during the twice-yearly stocktake and Back-to-School sale periods where a casual team member may be rostered to work on 6 days in 1 week.

21.4 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 fortnight.

21.5 Maximum hours

21.5.1 A full-time or part-time team member will not be rostered to work more than 46 hours ordinary time in any 6 consecutive days.

21.5.2 Notwithstanding sub-clause 21.5.1, a full-time or part-time team member may work more than 46 hours ordinary time in any 6 consecutive days where the team member requests the additional hours beyond 46 (such request to be in writing). Officeworks will only agree to meet the request if it suits the operational requirements of the business.

21.6 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.

21.7 Split shifts

In the case of part-time and casual team members, a team member may work split shifts at the team member's written request.

- (a) Each request will be considered separately and Officeworks will only roster a split shift if it meets the operational requirements of Officeworks.
- (b) A team member who requests and works split shifts will receive a minimum of 4 hours work on any day on which split shifts are rostered and will be rostered to work at least 1 hour for each of the shifts.
- (c) No more than 33% of team members in a site may work split shifts.

21.8 Break between shifts

A minimum break of 10 hours will apply between the completion of work on 1 day and the commencement of work on the next day. Provided that where there is mutual agreement, a lesser break can apply if the team member has worked less than 6 hours continuously excluding meal breaks.

21.9 Rosters

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

- (d) by 7 days' written notice;
- (e) in the case of an emergency by 24 hours' notice, or
- (f) 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.

21.9.2 Subject to Clause 21.9.1 a team member will be provided with a regular roster which will not be subject to frequent variations.

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

21.9.4 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.

21.9.5 When team members are rostered across the span of hours as provided for at clause 20.1, Officeworks will have regard for whether or not the team member can arrange safe transport home.

21.9.6 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.

21.10 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.
- (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.

21.11 Extended trade stores

21.11.1 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 SDA prior to opening outside the above hours.

22 MEAL BREAKS AND REST BREAKS

22.1 Meal Break

- 22.1.1 No team member will work for more than 5 hours continuously without an unpaid meal break of between 45-60 minutes, or at the team member's request at a minimum of 30 minutes.
- 22.1.2 A team member shall be entitled to a second unpaid meal break of between 30-60 minutes after working for more than 9 hours continuously.
- 22.1.3 Notwithstanding the meal break entitlement provided for in clause 22.1.1, the following provision may apply on a voluntary basis to a team member working a shift of no more than 6 hours:
 - (a) A team member may request and with the consent of Officeworks work up to 6 ordinary hours and forego the first meal break until the shift is concluded. Such agreement will be recorded in writing.
 - (b) In cases where such an arrangement is entered into, the team member will take their rest period at least 2 hours prior to concluding work.
 - (c) A team member may revoke their request to work up to 6 hours without a meal break. At the end of 2 weeks' notice, clause 22.1.1 and 22.1.2 above will apply to that team member.

- (d) This provision will not be used by Officeworks to disadvantage team members who wish to work up to 6 hours with a meal break.

22.2 Rest Breaks

Team members who work for 4 hours or more will be entitled to a paid rest break of 15 minutes and who work 7 hours or more will be entitled to a second paid rest break for 15 minutes. The 15 minutes includes travel to and from the tea room.

22.3 Time of Taking Rest Breaks

The taking of a rest break will be at a mutually agreed time. If the work period includes a meal break and a rest break, the rest break is to be granted in that portion of the work period which is greater. Unless requested by the team member no rest break or meal break will be given or taken within 1 hour of the team member's commencing or ceasing time or within 1 hour before or after any meal.

Table of Explanation

Hours Worked	Rest break (paid)	Meal break (unpaid)
Less than 4 hours	No rest break	No meal break
Between 4 and 5 hours	1 x 15min break	No Meal break
Between 5 and 7 hours	1 x 15 min break	1 x meal break of 45-60mins; 30mins at TM request
Between 7 and 10 hours	2 x 15 min break	1 x meal break of 45-60mins; 30mins at TM request
10 hours or more	2 x 15 min break	2 x meal break of 45-60mins; 30mins at TM request

23 OVERTIME

23.1 Entitlement

Officeworks may require a team member to work reasonable overtime at appropriate overtime rates other than on a public holiday.

23.2 A team member will be entitled to the payment of authorised overtime when:

23.2.1 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 14.2.4).

23.2.2 A full-time team member works in excess of 152 hours in any 4 week cycle.

23.2.3 A part-time team member works in excess of 144 hours in any 4 week cycle, with the exception of the periods listed below when team members may work up to 152 hours per 4 week cycle before overtime applies:

- (a) from the four week pay cycle to commence closest to 15 December and for the following four week pay cycle;
- (b) the four week pay cycle to commence closest to 1 June and the following four week pay cycle; and
- (c) in a four week cycle which contains a stocktake.

23.2.4 A team member is required to work a non rostered shift (except in the circumstances provided for in Clause 21.9.1, or for a part-time team member who has been offered and has accepted additional hours of work in accordance with Clause 14.2.4).

23.2.5 A full-time or part-time team member works in excess of 20 days in any 4 week cycle A team member works in excess of 10 hours (excluding meal breaks) on any shift.

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

23.2.7 A Casual team member works in excess of 5 days per week, or 6 days per week as provided for in clause 21.3.3.

23.3 Overtime will be paid at the following rates:

23.3.1 Monday to Saturday: first 2 hours at time and a half, and double time thereafter,

23.3.2 Sunday: double time,

23.3.3 Public Holiday: double time and a half.

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

23.4 Time off in lieu of overtime

A team member may elect to take time off in lieu of overtime provided that:

23.4.1 any such election is in writing,

23.4.2 the time off will be calculated at the overtime equivalent,

23.4.3 the team member will be entitled to a fresh choice of payment or time off on each occasion overtime is worked,

23.4.4 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.

23.5 Meal Allowance

- 23.5.1 A team member required to work more than 1 hour of overtime after their rostered time of ending work, where less than 24 hours' notice of such overtime has been given, will be paid a meal allowance.
- 23.5.2 Where a team member is rostered to work an additional day as overtime and it continues for more than 5 hours, the team member will be entitled to a meal allowance except if they have received 24 hours' notice or have been notified prior to completion of their previous shift of the requirement to work such overtime.
- 23.5.3 Where a team member has been requested to work overtime as previously outlined and is subsequently advised that such overtime is not required, the team member will be entitled to payment of a meal allowance.
- 23.5.4 The meal allowance is \$14.78

24 AFTER HOURS TRAINING ATTENDANCE AND SHORTER SHIFTS FOR TRAINING & INFORMATION / COMMUNICATION SESSIONS

- 24.1 Team members may from time to time be offered opportunities to attend training nights, including trade sessions run by suppliers as a means of further enhancing their product knowledge.
- 24.2 Attendance at trade nights is voluntary and any decision to attend will be at the discretion of the team member.
- 24.3 Officeworks will pay for attendance at trade nights where Officeworks has determined there is a training need. Officeworks will notify team members and payment will be at the ordinary hourly rate of pay with a minimum payment as for two hours.
- 24.4 Attendance at a training session will not constitute an additional "start" for the purposes of this Agreement.

24.5 Shorter shifts for Training & Information/Communication Sessions

- 24.5.1 In addition to clause 24.1, team members may be engaged for the purpose of training or information/communication sessions on a maximum of 6 occasions per year. Full-time team members may be engaged for a minimum of three hours and part time and casual team members may be engaged for a minimum of two hours for this purpose. Attendance at such training or information/communication sessions will be voluntary and team members are to be paid the relevant rate of pay.
- 24.5.2 Attendance at a training or information/communication session will not constitute an additional 'start' for the purpose of this Agreement.

PART 5 - PUBLIC HOLIDAYS AND LEAVE

25 PUBLIC HOLIDAYS

25.1 Permanent team members will be entitled, without loss of pay to public holidays as observed in each State 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)

25.1.1 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.

25.2 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.

25.3 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 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.

25.4 Substitute days

25.4.1 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.

25.4.2 Where in a State, Territory or locality, public holidays are declared or prescribed on days other than those set out in Clauses 25.1 and 25.3 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 25.2 provided that by agreement between Officeworks and the SDA, a public holiday may be celebrated on an agreed date in a State or Territory.

25.5 Store is not open for trade on a public holiday

25.5.1 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.

25.6 Store is open for trade on a public holiday

25.6.1 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. Provided that when a team member chooses not to work they will be paid in accordance with Clause 25.5 above.

25.6.2 Where a store opens for trade on an actual public holiday which has had the substitution provision of clause 25.4 applied, the following will apply:

- 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).
- 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.

- iii. 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.

25.7 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 25.4, 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.

25.8 Non-Working Day Provisions

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.

25.8.1 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.

25.8.2 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.

25.8.3 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.

25.8.4 Where an additional day is proclaimed or gazetted for the public holidays specified in Clauses 25.1 to 25.3, the non-working day provisions above will not apply to the additional public holiday.

25.9 Absences from Work

25.9.1 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.

25.10 Work on a Public Holiday

25.10.1 A team member cannot be required, but may volunteer to work on any public holiday as provided for in this clause.

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

25.11 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.

25.12 Work on Easter Sunday

When a store trades on Easter Sunday, 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.

26 ANNUAL LEAVE

26.1 Full time team members

A period of 152 hours (4 x 38 hour weeks) paid leave will be allowed annually to full-time team members after 12 months continuous service.

26.2 Part time team members

Part-time team members will be entitled to annual leave on a pro-rata basis. During the year of accrual the entitlement to annual leave will be calculated on the number of hours worked up to 144 in each 4 week cycle.

26.3 The taking of annual leave

26.3.1 The taking of annual leave will be by mutual agreement, within a period not exceeding 12 months from the date it becomes due. A period of 4 weeks' notice will apply for the taking of annual leave that has become due or accrued. Under no circumstances will a team member forfeit their annual leave entitlement.

26.3.2 Annual leave may be taken in single days up to a maximum of ten (10) single days per year at the request of a team member.

26.3.3 Except as provided in Clause 26.3.2, annual leave will be taken in not more than two or three separate periods, of not less than 5 days. In the absence of agreement, annual leave will be taken in one period of 4 weeks.

26.3.4 If the team member and Officeworks agree, annual leave may be taken wholly or partly in advance before the team member has become 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.

26.3.5 Payment will not be made in lieu of annual leave unless in accordance with Clauses 26.3.6 and 26.6.

26.3.6 Cashing Out of Annual Leave

26.3.7 Whilst Officeworks believes that team members should take their annual leave for reasonable rest and recreation, a team member may, by request in writing, apply to have an amount equal to the team member's ordinary rate of pay including any applicable annual leave loading to a maximum of 2 weeks of their accrued leave paid to them per annum and forgo this time off, in lieu of taking the 2 weeks' leave.

26.3.8 The granting of such payments in lieu of annual leave will be at the sole discretion of Officeworks.

26.3.9 A separate request must be made on each occasion and team members must have 4 weeks accrued leave left following payment.

26.4 Annual leave loading

A team member before going on leave will be paid the amount of wages they would have received in respect of the period of annual leave had they been working plus a loading of 17.5%.

26.5 Annual leave and public holidays

Where any public holiday, for which the team member is entitled to payment under this Agreement occurs during any period of annual leave taken by a team member under this clause, the period of the leave will be increased by 1 day in respect of that public holiday.

26.6 Annual leave on termination of employment

26.6.1 Any accrued or pro-rata annual leave entitlement will be paid upon termination of employment, including the 17.5% loading referred to in Clause 26.4

26.7 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.

27 PERSONAL LEAVE

27.1 Entitlement to Personal Leave

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

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee'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.

27.1.1 Each full time team member will be entitled to personal leave as follows:

- (a) During the first year of service, 12.6667 hours per month for the first 6 months of employment (total accrual in the first year will be 76 hours).
- (b) Provided that after 6 months' service, a team member will be paid for any personal leave (to a maximum of 76 hours) 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, 76 hours will be credited to the team member.
- (d) Part-time team members will accrue personal leave on a pro-rata basis.
- (e) 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).
- (f) 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.

27.1.2 "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.

27.2 Notification and Documentation Requirements

- 27.2.1 Officeworks and the SDA 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.
- 27.2.2 A team member may take up to 2 days' personal leave in any one year without a medical certificate or a statutory declaration.
- 27.2.3 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.

27.3 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.

28 COMPASSIONATE LEAVE

28.1 Entitlement Due to Death

A full time or part time team member will be entitled to:

- 28.1.1 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.
- 28.1.2 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.
- 28.1.3 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.
- 28.1.4 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.
- 28.1.5 Leave under Clauses 28.1.1 to 28.1.4 may be taken as a single continuous period of leave or as separate shifts of leave.
- 28.1.6 Where the death of a relative detailed in Clauses 28.1.1, 28.1.2 and 28.1.3 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.

28.2 Entitlement Due to Serious Illness/Injury

28.2.1 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 27.1.2) 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.

28.2.2 Team members may access this entitlement for each occasion of serious illness/injury.

28.2.3 Compassionate leave taken pursuant to Clause 28.2.1 can be taken at any time while the illness of injury persists.

28.3 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).

28.4 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.

28.5 There will be no entitlement to leave under the clause where a team member is absent from work on another form of approved leave.

28.6 Compassionate Leave for Casual Team Members

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.

29 PRE NATAL LEAVE

29.1 Period of leave and eligibility

29.1.1 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.

29.1.2 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.

29.2 Proof of absence

Proof of attendance may be required to be provided to Officeworks, as per clause 27.2.

29.3 Notice required

- 29.3.1 Where possible team members should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.
- 29.3.2 The team member is to provide reasonable notice to Officeworks of their requirement to take pre natal leave.
- 29.3.3 Personal leave will be deducted from the team member's accrued entitlement based on the actual time taken to attend each appointment.

30 BLOOD DONOR LEAVE

- 30.1 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.
- 30.2 Absences will be arranged by mutual agreement between the team member and Officeworks.
- 30.3 Upon request, proof of such attendance will be required to be produced.
- 30.4 Team members should attempt to organise the donation of blood during non-working hours.

31 DEFENCE FORCE SERVICES LEAVE

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.

32 EMERGENCY SERVICES LEAVE

- 32.1 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.

- 32.2** It will be the responsibility of the team member to keep Officeworks informed about the time off needed to attend to emergency duties.
- 32.3** To receive payment, a team member will provide Officeworks proof of attendance to the emergency situation.
- 32.4** Paid time off for attendance at emergencies in the local area will not be unreasonably restricted nor accessed.
- 32.5** 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.
- 32.6** In the case where a team member's spouse is required to attend to an emergency in accordance with clause 32.1, and the team member is required to look after their children the team member may utilise their carer's leave.

33 LEAVE OF ABSENCE

- 33.1** Subject to Officeworks approval, 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:
- 33.1.1** the maximum period of absence on any one occasion does not exceed 6 months;
- 33.1.2** all outstanding paid leave entitlements the team member is eligible to apply for, are taken prior to the period of absence;
- 33.1.3** 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
- 33.1.4** a team member may only take one authorised period of unpaid Leave of absence every 2 years.
- 33.1.5** For the purpose of this clause, reasons for unpaid Leave of Absence, whilst not exhaustive, may include:
- a team member who is studying and requires time to attend exams;
 - a team member who wishes to travel overseas or interstate for an extended period;
 - a team member who requires time off to care for a sick or injured close relative;
 - a team member who wishes to return to studies on a full-time basis.

33.2 Any or all of the provisions in Clause 33.1 may be waived by agreement between Officeworks and the team member.

33.3 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.

34 LONG SERVICE LEAVE

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

34.2 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.

35 JURY SERVICE

35.1 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.

35.2 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.

35.3 While on jury service a team member will not be required to attend work until the completion of jury service.

35.4 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.

36 NATURAL DISASTER LEAVE

Where a yellow alert is announced for cyclones, 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.

PART 6 - WORKPLACE SAFETY AND RELATED MATTERS

37 FIRST AID

- 37.1** Officeworks will provide and continuously maintain adequate first aid kits for use of team members in all locations.
- 37.2** Where Officeworks appoints a qualified team member to perform first aid duties they will be paid an additional allowance of \$2.02 per day or \$11.75 per week.

38 ACCIDENT PAY – VICTORIA ONLY

- 38.1** 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.
- 38.2** 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).

39 WORKPLACE SAFETY

- 39.1** Objective
- 39.2** The company and its employees 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.
- 39.3** This commitment will have the following objectives:
- (i) to control workplace hazards at their source.
 - (ii) to reduce the incidence and costs of occupational injury and disease.
 - (iii) to provide an occupational rehabilitation system for workers affected by occupational injury or illness.
- 39.4** The company and the union are committed to enabling all employees 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.
- 39.5** The company shall establish a consultative process for the occupational rehabilitation of employees affected by occupational injury and illness. This process shall include the union where requested by the employee. This process aims to return these employees to their pre-injury status within the community, their families and their employment.
- 39.6** Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect employee's health and safety or when a decision is made to renovate a site, the company will

consult with the employees 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.

40 PROTECTIVE CLOTHING

40.1 Officeworks will provide wind breaker jackets for team members who work in the receiving area of the site where the weather necessitates.

40.2 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.

40.3 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.

40.4 Items of protective clothing detailed in this clause will be laundered by Officeworks at the Company's expense.

41 REDUNDANCY

Excluding casuals, a team member whose position is being made redundant will receive the provisions in accordance with the provisions below. Discussions before Terminations

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

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

41.1.3 For the purpose of the discussion Officeworks will, as soon as practicable, provide in writing to the team members concerned and the SDA, 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.

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

41.2 Transfer to lower paid duties

Where a team member is transferred to lower paid duties for reasons set out in Clause 41.1 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.

41.3 Severance Pay

In addition to the period of notice provided in Clause 19.1.1, 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

"Weeks Pay" means the ordinary time rate of pay for the team member concerned.

Provided that the severance payment will not exceed the amount which the team member would have earned if employment with Officeworks had proceeded to the team member's normal retirement date.

41.4 Team member Leaving During Notice

A team member whose employment is terminated for reasons set out in 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.

41.5 Alternative Employment

- (a) 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.

41.6 Time Off During Notice Period

41.6.1 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.

41.6.2 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.

41.6.3 For this purpose a statutory declaration will be sufficient.

41.7 Notice to Centrelink

Where a decision has been made to terminate team members in the circumstances outlined in Clause 41.1 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.

41.8 Transmission of Business

41.8.1 Where a business is before or after the date of this award, 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.

(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.

41.9 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.

41.10 Team members Exempted

This Clause will not apply where the employment is terminated as a consequence of conduct that 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.

PART 7 – AGREEMENT COMPLIANCE AND RELATED MATTERS

42 CONSULTATIVE COMMITTEE

A Consultative Committee comprising representatives of the SDA and Officeworks will meet as required to discuss issues that effect the work and conditions of those employed under this Agreement. Without limiting the scope of consultation, the primary matters for consideration by the Committee will be those of an Officeworks-wide nature arising out of or effecting employment with Officeworks.

43 POSTING OF AGREEMENT

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

44 FLEXIBILITY PROVISION

44.1 Officeworks and the SDA are committed to the objectives contained in Clauses 4.2 and 4.4 of this Agreement. In light of these specific objectives, Officeworks and the SDA will have on-going discussions, in relation to the operation of clause 14 (Terms of Employment) and clause 21 (Rostering Principles), during the period in which this Agreement is in operation.

44.2 As a result of these discussions, Officeworks and the SDA can agree to trial rosters that support a flexible work environment, which are at variance with those clauses set out in clause 44.1 above. The arrangements for the trial will be determined through consultation between Officeworks and the SDA but may be conducted at one or more stores as agreed between Officeworks and the SDA.

44.3 Any such trials which are at variance with the provisions of this Agreement may be implemented provided that:

- (a) any changes to Terms and Conditions and Rostering Principles are voluntary for each team member affected, and
- (b) a team member may elect to return to the current provisions of the agreement providing 2 weeks notice in writing to Officeworks

44.4 This clause does not apply to changes that can otherwise be made under this Agreement.

45 GUIDELINES CONCERNING SECURITY PROCEDURES

45.1 Team Member Interviews

45.1.1 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.

45.1.2 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.

45.1.3 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".

45.1.4 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.

45.1.5 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.

45.1.6 During the course of any such interview, the Officeworks representative will conduct themselves in a courteous manner toward the team member being interviewed.

- 45.1.7 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.
- 45.1.8 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.

45.2 Checks of Bags Parcels and/or Lockers

- 45.2.1 Officeworks is entitled to conduct routine checks of team member bags and/or parcels at points of exit and entry used by team members.
- 45.2.2 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.
- 45.2.3 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.

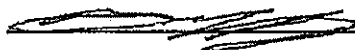
45.3 Carrying of Moneys

- 45.3.1 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.

45.4 Team Member Entrances and Exits

- 45.4.1 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.

SIGNATORIES TO THE AGREEMENT

16 April 2012.

Date

Martin Duffy, as General Manager
Human Resources, of Officeworks
Superstores Pty Ltd, who is duly authorised
to sign this workplace agreement on behalf
of Officeworks Superstores Pty Ltd

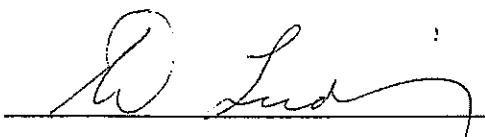
Officeworks Superstores Pty Ltd
1 South Drive, 236-262 East Boundary Road
BENTLEIGH EAST VIC 3165

18 April 2012,

Date

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

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

19th April 2012

Date

William Patrick Ludwig, as Secretary of
Australian Workers Union of Employees
(Qld), who is duly authorised
to sign this workplace agreement pursuant
to the rules of the Australian Workers
Union of Employees (Qld)

Australian Workers Union (Qld)
Level 12
333 Adelaide St
Brisbane 4000

APPENDIX A**46 PARENTAL LEAVE**

46.1 The provisions of this clause apply to full-time, part-time team members, and eligible casual team members.

46.2 Definitions

46.2.1 'Maternity Leave' means Parental Leave taken by a female team member who is pregnant or the parent of a child.

46.2.2 'Paternity Leave' means Parental Leave taken by a male team member who is the parent of a child.

46.2.3 'Adoption Leave' means Parental Leave taken by a male or female team member on the adoption of a child.

46.2.4 'Child' means a child of the team member under the school age except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the team member for the purposes of adoption, other than a child or step-child of the team member or of the spouse of the team member or a child who has previously lived continuously with the team member for a period of 6 months or more.

46.2.5 '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, 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 have, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment

46.2.6 In relation to Maternity or Paternity Leave, spouse includes a de facto or former spouse.

46.2.7 In relation to Adoption Leave, spouse includes a de facto spouse but does not include a former spouse.

46.2.8 'Male team member' means an employed male who is caring for a child born of his spouse or a child placed with the team member for adoption purposes.

46.2.9 'Female team member' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

46.2.10 'Former position' means the position held by a female or male team member immediately before proceeding on leave or part-time employment under this clause whichever first occurs or, in the case of a team member transferred to a safe job in accordance with Clause 46.3.5, the position she held immediately before such transfer. If such

position no longer exists and there are other positions available for which the team member is qualified and the duties of which he or she is capable of performing, former position will mean a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

46.2.11 'Continuous service' means service under an unbroken contract of employment and includes:

- (b) any period of leave taken in accordance with this clause;
- (c) any period of part-time employment worked in accordance with this clause; or
- (d) any period of leave or absence authorised by Officeworks or by the Agreement.

46.3 Basic entitlement

46.3.1 Entitlement to Parental Leave is as per Division 5 – Parental Leave and related entitlements of the National employment Standards.

46.3.2 Except as provided in Clause 46.3.4, 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.

46.3.3 Provided that, if a team member has 6 months' continuous service, the team member will be entitled to a combined total of 26 weeks' unpaid 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 33, Leave of Absence.

46.3.4 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 an unbroken period of up to 12 months at the time of the birth or placement of the child.

46.3.5 Transfer to a safe job

- (a) Where a team member is pregnant and, in the opinion of a registered medical practitioner, the team member is fit for work but it is inadvisable for the team member to continue at her present position because of illness or risks arising out of the pregnancy or hazards connected with that position, the team member will, if Officeworks deems it reasonably practicable, be transferred to a safe job with no other change to the team member's terms and conditions of employment.
- (b) If the transfer to a safe job is not practicable, the team member may take, or Officeworks may require the team member to take, a period of paid leave immediately in accordance with the following:

- (i) the entitlement to leave is in addition to any other leave entitlement the team member has; and
- (ii) the period of leave ends at the earliest of whichever the following times is applicable:
 - the end of the period stated in the medical certificate;
 - if the team member's pregnancy results in the birth of a living child-the end of the day before the date of birth;
 - if the team member's pregnancy ends otherwise than with the birth of a living child-the end of the day before the end of the pregnancy.

46.4 Paternity Leave

46.4.1 A team member will provide to Officeworks at least 10 weeks prior to each proposed period of Paternity Leave:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of Paternity Leave; and
- (c) a statutory declaration stating:
 - (i) he will take that period of Paternity Leave to become the primary care-giver of a child; and
 - (ii) particulars of any period of Maternity Leave sought or taken by his spouse; and
 - (iii) that for the period of Paternity Leave he will not engage in any conduct inconsistent with his contract of employment.

46.4.2 The team member will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

46.5 Return to work after cancellation of Parental Leave

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.

46.6 Variation of period of Parental Leave

- 46.6.1 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.
- 46.6.2 A team member may shorten their period of leave by agreement with Officeworks, by giving not less than 4 weeks' notice.

46.7 Voluntary casual work whilst on parental leave

- 46.7.1 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.
- 46.7.2 Hours worked as a casual team member under this Clause:
- (a) will be paid at the appropriate casual hourly rate;
 - (b) will not be included for the purposes of accruing any leave entitlements with the exception of long service leave;
 - (c) 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;
 - (d) will not extend the period of parental leave beyond the approved period of leave;
 - (e) 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.

46.8 Part-time work

The following provisions apply to full-time and part-time team members only.

46.8.1 Entitlement

- (a) A team member may work part-time in one or more periods at any time from the date of birth of the child until the child's 2nd birthday or, in relation to adoption, from the date of placement of the child until the 2nd anniversary of the placement.
- (b) By agreement, a female team member may also work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) 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).

46.8.2 Return to former position

- (a) Following a period of part-time employment as provided for in Clause 46.8, a team member has the right to return to his or her former position.
- (b) Nothing in Clause 46.8 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**47 SUPPORTED WAGE SYSTEM**

47.1 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:

47.1.1 '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".

47.1.2 '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.

47.1.3 '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.

47.1.4 '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.

47.2 Eligibility Criteria

47.2.1 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.

47.2.2 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.

47.2.3 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.

47.3 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:

<i>Assessed Capacity (Clause 1.4)</i>	<i>% of prescribed agreement rate</i>
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 \$73 per week).

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

47.4 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:

- 47.4.1 Officeworks and the SDA in consultation with the team member or, if desired by any of these;
- 47.4.2 Officeworks and an accredited assessor from a panel agreed by the parties to the agreement and the team member.

47.5 Lodgement of Assessment Instrument

- 47.5.1 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 Registrar of the AIRC.
- 47.5.2 All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the SDA is not a party to the assessment, it will be referred by the Registrar to the SDA by certified

mail and will take effect unless an objection is notified to the Registrar within 10 working days.

47.6 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.

47.7 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.

47.8 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.



14 May 2012

Attn: Commission Lee

In Fair Work Australia

FWA Matter No. AG2012/1297

Applicant: Officeworks Superstores Pty Ltd

UNDERTAKINGS BY THE APPLICANT

The Applicant provides the follow undertakings in respect to the Officeworks Agreement 2012 ("the Agreement"), lodged with Fair Work Australia on 19 April 2012

1. Officeworks undertakes that the majority of employees rostered hours will be within the span of ordinary hours provided in clause 20 of the agreement
2. Officeworks undertakes that the dispute settlement procedure in Clause 17 will allow for settlement of disputes in relation to the National Employment Standards.
3. Officeworks undertakes that any arrangement entered into under clause 44 which varies the effect of the agreement in relation to an employee and employer will be treated as an individual flexibility arrangement and will be made in compliance with s203 (2)(b) and s203 (3) - (7) of the Fair Work Act inclusive.
4. Officeworks undertakes that clauses 18 and 42 will allow employees to choose representation for the purposes of consultation.

Regards,

A handwritten signature in black ink, appearing to be "Margaret Robinson", written over a series of horizontal lines.

Margaret Robinson
Employee Relations Manager
Officeworks

P: 03 8575 1710

E: mrobinson@officeworks.com.au