

GRIA and BIG W Stores Enterprise Agreement 2019 Comparison

Clause	GRIA Entitlement	EBA	BOOT Better Neutral Worse
Title	[cl 1] This award is the <i>General Retail Industry Award 2010</i> .	1.1.1 This is the BIG W Stores Enterprise Agreement 2019 (this Agreement).	
Commencement and transitional	<p>[cl 2.1] This award commences on 1 January 2010.</p> <p>[cl 2.2] The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.</p> <p>[cl 2.3] This award contains transitional arrangements which specify when particular parts of the award come into effect. Some of the transitional arrangements are in clauses in the main part of the award. There are also transitional arrangements in Schedule A. The arrangements in Schedule A deal with:</p> <ul style="list-style-type: none"> - minimum wages and piecework rates - casual or part-time loadings - Saturday, Sunday, public holiday, evening or other penalties - shift allowances/penalties. <p>[cl 2.4] Neither the making of this award nor the operation of any transitional arrangements is intended to result in a reduction in the take-home pay of employees covered by the award. On application by or on behalf of an employee who suffers a reduction in take-home pay as a result of the making of this award or the operation of any transitional arrangements, the Fair Work Commission may make any order it considers appropriate to remedy the situation.</p>	1.1.1 This is the BIG W Stores Enterprise Agreement 2018 (this Agreement). It takes effect from 6 May 2019 or 7 days after approval by the Fair Work Commission (FWC), whichever is later. This Agreement is a national Agreement and will apply in all States and Territories of Australia. The nominal expiry date of this Agreement is 5 May 2022.	

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	<p>[cl 2.5] The Fair Work Commission may review the transitional arrangements in this award and make a determination varying the award.</p> <p>[cl 2.6] The Fair Work Commission may review the transitional arrangements:</p> <p>(a) on its own initiative; or</p> <p>(b) on application by an employer, employee, organisation or outworker entity covered by the modern award; or</p> <p>(c) on application by an organisation that is entitled to represent the industrial interests of one or more employers or employees that are covered by the modern award; or</p> <p>(d) in relation to outworker arrangements, on application by an organisation that is entitled to represent the industrial interests of one or more outworkers to whom the arrangements relate.</p>		
<p>Definitions and interpretation</p>	<p>[cl 3.1] In this award, unless the contrary intention appears:</p> <p>Act means the <i>Fair Work Act 2009</i> (Cth)</p> <p>adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship</p> <p>agreement-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>award-based transitional instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>community pharmacy means any business conducted by the employer in premises:</p> <p>(i) that are registered under the relevant State or Territory legislation for the regulation of pharmacies; or</p> <p>(ii) are located in a State or Territory where no legislation operates to provide for the registration of pharmacies;</p> <p>and</p> <p>- that are established either in whole or in part for the compounding or dispensing of prescriptions or vending any medicines or drugs; and</p>	<p>Appendix H – Definitions</p> <p>Fair Work Act means the Fair Work Act 2009 (Cth).</p> <p>Agreement means this enterprise agreement, as per clause 1.1.</p> <p>BIG W Intranet means internal internet pages provided by BIG W for team members to access BIG W information.</p> <p>BIG W Employee Services is a team providing people advice and support, nationally to BIG W Team Members and Line Managers. Employee Services can be contacted by telephone or online query, details available on BIG W intranet.</p> <p>Carer has the same meaning as the Carer recognition Act 2010; a care is a team member who provides personal care, support and assistance to another individual who needs it because that other individual:</p> <p>(a) has a disability; or</p> <p>(b) has a medical condition (including a terminal or chronic illness); or</p> <p>(c) has a mental illness; or</p>	<p>Definitions wider in scope than the GRIA, including particular terms relevant to BIG W store operations.</p> <p>No equivalent definition in GRIA.</p> <p>No equivalent definition in GRIA.</p> <p>No equivalent definition in GRIA.</p>

	<p>- where other goods may be sold by retail</p> <p>default fund employee means an employee who has no chosen fund within the meaning of the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>defined benefit member has the meaning given by the <i>Superannuation Guarantee (Administration) Act 1992</i> (Cth)</p> <p>Division 2B State award has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>Division 2B State employment agreement has the meaning in Schedule 3A of the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>employee means national system employee within the meaning of the Act</p> <p>employer means national system employer within the meaning of the Act</p> <p>enterprise award-based instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>exempt public sector superannuation scheme has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>fast food operations means taking orders for and/or preparation and/or sale and/or delivery of:</p> <ul style="list-style-type: none"> - meals, snacks and/or beverages, which are sold to the public primarily to be consumed away from the point of sale; and/or - take away foods and beverages packaged sold or served in such a manner as to allow their being 	<p>(d) is frail and aged.</p> <p>Continuous service means a period of unbroken service with BIG W by a team member.</p> <p>Child Child means a child in respect of which:</p> <ul style="list-style-type: none"> (a) a team member has given birth; (b) a team member's spouse has given birth; (c) a child to which the team member is the parent; (d) another person has given birth under a surrogacy or equivalent arrangement and in respect of whom a team member or the team member's spouse has been granted legal parental authority. <p>means a child in respect of which:</p> <ul style="list-style-type: none"> (a) a team member has given birth; (b) a team member's spouse has given birth; (c) a child to which the team member is the parent; (d) another person has given birth under a surrogacy or equivalent arrangement and in respect of whom a team member or the team member's spouse has been granted legal parental authority. <p>Contract hours means the agreed minimum number of hours per week that BIG W must provide to a part-time team member, for example this could be 10 hours per week or 20 hours per week.</p> <p>Day, daily means a day of the week, midnight to midnight.</p> <p>FWC means the Fair Work Commission of Australia.</p> <p>Immediate Family Member means a team member's:</p> <ul style="list-style-type: none"> (a) spouse (including former, de facto and a former de facto spouse); or (b) child, (including step, adopted, ex-nuptial or foster child); or (c) parent (including step-parent); or (d) father and mother-in-law; or (e) grandparent (including grandparent-in-law); or (f) grandchild (including grandchild of a spouse); or (g) siblings; or 	<p>Definition of Child broader than the GRIA/NES</p> <p>Definition of 'Immediate Family' broader than the GRIA/NES</p> <p>No equivalent definition in GRIA.</p>
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	<p>taken from the point of sale to be consumed elsewhere should the customer so decide; and/or</p> <ul style="list-style-type: none"> - food and/or beverages in food courts and/or in shopping centres and/or in retail complexes, excluding coffee shops, cafes, bars and restaurants providing primarily a sit down service inside the catering establishment <p>general retail industry means the sale or hire of goods or services to final consumers for personal, household or business consumption including:</p> <ul style="list-style-type: none"> - food retailing, supermarkets, grocery stores; - department stores, clothing and soft goods retailing; - furniture, houseware and appliance retailing; - recreational goods retailing; - personal and household goods retailing; - household equipment repair services; - bakery shops, where the predominant activity is baking products for sale on the premises; <p>and includes:</p> <ul style="list-style-type: none"> - customer information and assistance provided by shopping centres or retail complexes; - labour hire employees engaged to perform work otherwise covered by this award; and - newspaper delivery drivers employed by a newsagent, <p>but does not include:</p> <ul style="list-style-type: none"> - community pharmacies; - pharmacies in hospitals and institutions providing an in-patient service; - hair and beauty establishments; - hair and beauty work undertaken in the theatrical, amusement and entertainment industries; - stand-alone butcher shops; - stand-alone nurseries; - retail activities conducted from a manufacturing or processing establishment other than seafood processing establishment; - clerical functions performed away from the retail establishment; 	<ul style="list-style-type: none"> (h) brother and sister-in-law. (i) any other minor person whom a team member has custody or care of as a result of a Court order. <p>"in writing" has its usual meaning, and includes "in writing" by electronic means, for example in an email or an electronic document or record created, sent and received through a software application.</p> <p>NES means the National Employment Standards, contained in the Fair Work Act.</p> <p>Ordinary Time Earnings has the meaning set out by the Australian Taxation Office's ruling (SGR2009/2, 1 July 2009) on Ordinary Time Earnings.</p> <p>Ordinary Weekly Earnings means a part-time or full-time team member's ordinary earnings for a week of ordinary hours worked as part of their typical standard roster, consisting of their base rate of pay plus any penalty rates or loadings they would normally receive for working those ordinary hours (not including any overtime or allowances paid). In other words, a team member's normal "take home pay" for a regular week's work.</p> <p>RDO means a rostered day off.</p> <p>Registered organisation means an employer or employee association that has become registered pursuant to the Fair Work (Registered Organisations) Act 2009 (Cth).</p> <p>Retail Operations means BIG W retail business, including stores, online and home delivery services.</p> <p>Spouse means a domestic partner, whether married or de-facto.</p> <p>Standard roster means a full-time or part-time team member's agreed standard roster arrangements, being the days and times when the team member is required to work.</p>	
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	<ul style="list-style-type: none"> - warehousing and distribution; - motor vehicle retailing and motor vehicle fuel and parts retailing; - fast food operations; - restaurants, cafes, hotels and motels; or - building, construction, installation, repair and maintenance contractors engaged to perform work at a retail establishment <p>MySuper product has the meaning given by the <i>Superannuation Industry (Supervision) Act 1993</i> (Cth)</p> <p>NES means the National Employment Standards as contained in sections 59 to 131 of the <i>Fair Work Act 2009</i> (Cth)</p> <p>on-hire means the on-hire of an employee by their employer to a client, where such employee works under the general guidance and instruction of the client or a representative of the client</p> <p>Shop with Departments/Sections means any shop which has clearly distinguishable Departments or Sections. A department or Section will have a dedicated Department or Section Manager and at least 3 subordinate employees who work solely or predominantly in that section</p> <p>standard rate means the minimum weekly wage for a Retail Employee Level 4 in clause 17—Minimum weekly wages. Where an allowance is provided for on an hourly basis, a reference to standard rate means 1/38th of the weekly wage referred to above</p> <p>transitional minimum wage instrument has the meaning in the <i>Fair Work (Transitional Provisions and Consequential Amendments) Act 2009</i> (Cth)</p> <p>video shop means any business conducted by the employer in premises where the primary function is the hire of videos, DVDs or electronic games to the public</p>	<p>Team members where used in this Agreement has the meaning in clause 1.2(a) and means an employee of BIG W covered by this Agreement regardless of their job title.</p> <p>Trade Union means the following registered organisations:</p> <ul style="list-style-type: none"> a) the Shop, Distributive and Allied Employees' Association (SDA); b) the Australian Workers' Union (Queensland Branch) (AWU) in relation to its coverage of North Queensland. <p>Week, weekly means a standard week starting Monday and ending Sunday.</p> <p>Woolworths means Woolworths Group Limited ABN 88 000 104 675 of 1 Woolworths Way, Bella Vista NSW 2153 and Woolworths (South Australia) Pty Ltd ABN 34 007 873 118 of 599 Main North Road, Gepps Cross SA 5094.</p>	<p>No equivalent definition in GRIA.</p> <p>No equivalent definition in GRIA.</p> <p>No equivalent definition in GRIA.</p>
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	<p>[cl 3.2] Where this award refers to a condition of employment provided for in the NES, the NES definition applies.</p>		
Coverage	<p>[cl 4.1] This industry award covers employers throughout Australia in the general retail industry and their employees in the classifications listed in clause 16—Classifications to the exclusion of any other modern award. The award does not cover employers covered by the following awards:</p> <ul style="list-style-type: none"> - the <i>Fast Food Industry Award 2010</i>; - the <i>Meat Industry Award 2010</i>; - the <i>Hair and Beauty Industry Award 2010</i>; or - the <i>Pharmacy Industry Award 2010</i>. <p>[cl 4.2] The award does not cover an employee excluded from award coverage by the Act.</p> <p>[cl 4.3] The award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.</p> <p>[cl 4.4] The award does not cover employees who are covered by a State reference public sector modern award, or a State reference public sector transitional award (within the meaning of the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009 (Cth)), or employers in relation to those employees.</p> <p>[cl 4.5] This award covers any employer which supplies labour on an on-hire basis in the industry set out in clause 4.1 in respect of on-hire employees in classifications covered by this award, and those on-hire employees, while engaged in the performance of work for a business in that industry. This subclause operates subject to the exclusions from coverage in this award.</p> <p>[cl 4.6] This award covers employers which provide group training services for apprentices and/or trainees</p>	<p>1 Introduction to the Agreement</p> <p>1.2.1 1.2.1 This Agreement covers Woolworths Group Limited and Woolworths (South Australia) Proprietary Limited trading as BIG W, including BIG W Optical (BIG W) to the extent that it employs team members as defined within this Agreement in the classifications described in clause 3 and Appendix A.</p> <p>1.2.2 This Agreement does not cover BIG W team members who work in salaried positions, including (but not limited to): salaried Assistant Department Manager, salaried Department Manager, salaried Assistant Night Fill Manager, salaried Night Fill Managers, salaried Assistant Store Managers and salaried Store Managers.</p> <p>1.3 Who is a party to this Agreement?</p> <p>1.3.1 Subject to the FWC making a note of such coverage upon the approval of this Agreement, this Agreement covers the following registered organisations (hereafter known as trade unions):</p> <ul style="list-style-type: none"> (a) the Shop, Distributive and Allied Employees' Association (SDA), and (b) the Australian Workers' Union (Queensland Branch) (AWU) in relation to its coverage in North Queensland. 	<p>Agreement does not cover salaried Managers.</p>

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	<p>engaged in the industry and/or parts of industry set out at clause 4.1 and those apprentices and/or trainees engaged by a group training service hosted by a company to perform work at a location where the activities described herein are being performed. This subclause operates subject to the exclusions from coverage in this award.</p> <p>[cl 4.7] Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.</p> <p>NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and that employee are covered by an award with occupational coverage.</p>		
Access to award and NES	<p>[cl 5] Must be easily available. Either on a noticeboard or prominent location or through electronic means, whichever makes them more accessible.</p>	<p>1.5.1 A signed copy of this Agreement and a copy of the NES shall be posted and maintained by the Company in a prominent place accessible to all team members and copies are available upon request.</p> <p>1.5.2. BIG W will provide reasonable space on a notice board in each relevant store for the display of any SDA or AWU notices authorised by the relevant Branch Secretary.</p>	
NES	<p>[cl 6] The NES and this award contain the minimum conditions of employment for employees covered by this award.</p>	<p>1.4.1 Consistent with the Fair Work Act, while this Agreement applies to a team member, the relevant modern award does not apply at the same time.</p> <p>1.4.2 The NES are a set of 10 legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit to the employee to the employee, the NES provision will apply to the extent of the inconsistency.</p>	
Award Flexibility	<p>[7.1] Despite anything else in this award, an employer and an individual employee may agree to vary the</p>	<p>21 Individual flexibility arrangements</p>	

	<p>application of the terms of this award relating to any of the following in order to meet the genuine needs of both the employee and the employer:</p> <p>(a) arrangements for when work is performed; or</p> <p>(b) overtime rates; or</p> <p>(c) penalty rates; or</p> <p>(d) allowances; or</p> <p>(e) annual leave loading.</p> <p>[7.2] An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.</p> <p>[7.3] An agreement may only be made after the individual employee has commenced employment with the employer.</p> <p>[7.4] An employer who wishes to initiate the making of an agreement must:</p> <p>(a) give the employee a written proposal; and</p> <p>(b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.</p> <p>[7.5] An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.</p> <p>[7.6] An agreement must do all of the following:</p> <p>(a) state the names of the employer and the employee; and</p>	<p>21.1 BIG W and team member may make an individual flexibility arrangement</p> <p>21.1.1 BIG W and any team member whose employment with BIG W has commenced, and is covered by this enterprise agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:</p> <p>(a) the agreement deals with one or more of the following matters: arrangements about when work is performed; overtime rates; penalty rates; allowances; leave loading; and</p> <p>(b) the arrangement meets the genuine needs of BIG W and team member in relation to 1 or more of the matters mentioned in paragraph (a); and</p> <p>(c) the arrangement is genuinely agreed to by BIG W and team member without coercion or duress.</p> <p>21.2 Terms of the individual flexibility arrangement</p> <p>21.2.1 BIG W must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the Fair Work Act 2009; and</p> <p>(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and</p> <p>(c) result in the team member being better off overall than the team member would be if no arrangement was made.</p> <p>21.2.2 BIG W must ensure that the individual flexibility arrangement is in writing, includes the name of BIG W and the team member and is signed by BIG W and the team member, and also by their parent/guardian if they are under 18 years of age.</p> <p>21.2.3 BIG W must ensure that the written individual flexibility arrangement includes details of:</p> <p>(a) the terms of the enterprise agreement that will be varied by the arrangement; and</p> <p>(b) how the arrangement will vary the effect of the terms; and</p>	
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	<p>(b) identify the award term, or award terms, the application of which is to be varied; and</p> <p>(c) set out how the application of the award term, or each award term, is varied; and</p> <p>(d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and</p> <p>(e) state the date the agreement is to start.</p> <p>[7.7] An agreement must be:</p> <p>(a) in writing; and</p> <p>(b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.</p> <p>[7.8] Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.</p> <p>[7.9] The employer must keep the agreement as a time and wages record and give a copy to the employee.</p> <p>[7.10] The employer and the employee must genuinely agree, without duress or coercion to any variation of an award provided for by an agreement.</p> <p>[7.11] An agreement may be terminated:</p> <p>(a) at any time, by written agreement between the employer and the employee; or</p> <p>(b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).</p> <p>Note: If an employer and employee agree to an arrangement that purports to be an individual</p>	<p>(c) how the team member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and</p> <p>(d) the date on which the arrangement commences.</p> <p>21.2.4 BIG W must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to. BIG W will also retain a copy.</p> <p>21.2.5 BIG W or team member may terminate the individual flexibility arrangement:</p> <p>(a) by giving up to 28 days written notice to the other party to the arrangement; or</p> <p>(b) if BIG W and team member agree in writing - at any time.</p>	<p>Termination of IFA better than GRIA Flexibility term as it is consistent with NES in enabling termination by up to 28 days written notice rather than 13 weeks as the default.</p>
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	<p>flexibility arrangement under this award term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>[7.12] An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.</p> <p>[7.13] The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an individual employee.</p>		
<p>Consultation regarding major workplace change</p>	<p>[8.1] If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:</p> <p>(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and</p> <p>(b) discuss with affected employees and their representatives (if any):</p> <p>(i) the introduction of the changes; and</p> <p>(ii) their likely effect on employees; and</p> <p>(iii) measures to avoid or reduce the adverse effects of the changes on employees; and</p> <p>(c) commence discussions as soon as practicable after a definite decision has been made.</p> <p>[8.2] For the purposes of the discussion under clause 8.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:</p> <p>(a) their nature; and</p>	<p>19.1.1 This clause does not apply to changes to rosters or hours of work, which is covered under clause 8.</p> <p>19.2.1 Where BIG W 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, BIG W must notify the team members who may be affected by the proposed changes, the trade unions, and their representatives (if any).</p> <p>19.2.2 Significant effects include termination of employment; major changes in the composition, operation or size of the BIG W workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p> <p>19.2.3 The relevant team members may appoint a trade union or other person as their representative for the purposes of this clause.</p>	

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	<p>(b) their expected effect on employees; and</p> <p>(c) any other matters likely to affect employees.</p> <p>[8.3] Clause 8.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.</p> <p>[8.4] The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.1(b).</p> <p>[8.5] In clause 8:</p> <p>significant effects, on employees, includes any of the following:</p> <p>(a) termination of employment; or</p> <p>(b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or</p> <p>(c) loss of, or reduction in, job or promotion opportunities; or</p> <p>(d) loss of, or reduction in, job tenure; or</p> <p>(e) alteration of hours of work; or</p> <p>(f) the need for employees to be retrained or transferred to other work or locations; or</p> <p>(g) job restructuring.</p> <p>[8.6] Where this award makes provision for alteration of any of the matters defined at clause 8.5, such alteration is taken not to have significant effect.</p>	<p>19.2.4 BIG W must recognise a team member's (or team members') representative, if:</p> <p>(a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and</p> <p>(b) the team member or team members advise BIG W of the identity of the representative.</p> <p>19.3 BIG W to discuss change</p> <p>19.3.1 As soon as practicable after proposing to introduce the change, BIG W must discuss with the relevant team members, the trade unions, and their representative (if any):</p> <p>(a) the introduction of the change referred to in clause 19.2.1;</p> <p>(b) the effects the changes are likely to have on team members; and</p> <p>(c) measures that BIG W is taking to avert or mitigate the adverse effects of such changes on team members</p> <p>(d) for the purposes of the discussion—provide, in writing, to the relevant team members:</p> <p>(i) all relevant information about the change, including the nature of the change; and</p> <p>(ii) information about what BIG W reasonably believes will be the effects of the change on the team members; and</p> <p>(iii) information about any other matters that BIG W reasonably believes are likely to affect the team members; and</p> <p>(iv) an invitation to the relevant team members to give their views about the impact of the change.</p> <p>19.3.2 However, BIG W is not required to disclose confidential or commercially sensitive information to the relevant team members.</p> <p>19.3.3 BIG W must give prompt and genuine consideration to matters raised about the change by the relevant team members.</p>	
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		<p>19.3.4 For the purposes of this clause, relevant team member means the team members who may be affected by a change.</p>	
<p>Consultation about changes to rosters or hours of work</p>	<p>[8A.1] Clause 8A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.</p> <p>[8A.2] The employer must consult with any employees affected by the proposed change and their representatives (if any).</p> <p>[8A.3] For the purpose of the consultation, the employer must:</p> <p>(a) provide to the employees and representatives mentioned in clause 8A.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and</p> <p>(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.</p> <p>[8A.4] The employer must consider any views given under clause 8A.3(b).</p> <p>[8A.5] Clause 8A is to be read in conjunction with any other provisions of this award concerning the scheduling of work or the giving of notice.</p>	<p>8.9.1 Where BIG W proposes to introduce a change to the standard or regular standard or regular roster or ordinary hours of work of a team member or team members, BIG W must consult with the relevant team member(s) about the proposed change.</p> <p>8.9.2 The relevant team members may appoint a trade union (as defined in clause 1.3.1) or another person as their representative for the purposes of the procedures in this clause.</p> <p>8.9.3 BIG W must recognise a team member's (or team members') representative, if:</p> <p>(a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and</p> <p>(b) the team member or team members advise BIG W of the identity of the representative.</p> <p>8.9.4 As soon as practicable after proposing to introduce the change, BIG W must:</p> <p>(a) discuss with the relevant team member the introduction of the change; and</p> <p>(b) for the purposes of the discussion-- provide to the relevant team members:</p> <p>(i) all relevant information about the change, including the nature of the change; and</p> <p>(ii) information about what BIG W reasonably believes will be the effects of the change on the team members; and</p> <p>(iii) information about any other matters that BIG W reasonably believes are likely to affect the team members; and</p> <p>(iv) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</p>	

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		<p>8.9.5 However, BIG W is not required to disclose confidential or commercially sensitive information to the relevant team members.</p> <p>8.9.6 BIG W must give prompt and genuine consideration to matters raised about the change by the relevant team members.</p> <p>8.9.7 For the purposes of this clause, relevant team member does not mean casual team members whose working hours are irregular, sporadic or unpredictable.</p> <p>8.9.8 If a part time team member accepts additional hours under clause 8.4, this does not constitute a change to their standard roster for the purposes of this clause.</p>	
<p>Dispute Resolution</p>	<p>[9.1] Clause 9 sets out the procedures to be followed if a dispute arises about a matter under this award or in relation to the NES.</p> <p>[9.2] The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.</p> <p>[9.3] If the dispute is not resolved through discussion as mentioned in clause 9.2, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.</p> <p>[9.4] If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 9.2 and 9.3, a party to the dispute may refer it to the Fair Work Commission.</p> <p>[9.5] The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.</p>	<p>20.1.1 A dispute between a team member (or team members) and BIG W, including a dispute in relation to (a) a matter arising under the Agreement; or (b) the NES; should be discussed in first instance at the workplace level between the team member (or members) and their relevant supervisors or management.</p> <p>20.1.2 At any stage, BIG W and a team member or team members may appoint another person to accompany and/or represent them for the purposes of this clause, including a trade union listed in clause 1.3.</p> <p>20.1.3 If the dispute remains unresolved, the dispute may be referred to BIG W Employee Services for it to be escalated to an appropriate representative of BIG W to assist in resolving the dispute, which may be a more senior member of management or a representative from the BIG W Culture & People team.</p> <p>20.1.4 If, following escalation under clause 22.1.c, the dispute remains unresolved then the matter may be referred to a senior representative of BIG W (such as the relevant Employee Relations Manager, Head of</p>	<p>Agreement contains right for either party to refer the dispute for arbitration. GRIA only provides arbitration where parties may agree.</p>

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	<p>[9.6] If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.</p> <p>[9.7] A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 9.</p> <p>[9.8] While procedures are being followed under clause 9 in relation to a dispute:</p> <p>(a) work must continue in accordance with this award and the Act; and</p> <p>(b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p> <p>[9.9] Clause 9.8 is subject to any applicable work health and safety legislation.</p>	<p>Workplace Relations or General Manager) for further discussions.</p> <p>20.2 Referral to FWC</p> <p>20.2.1 If the dispute still remains unresolved, then either party may refer the dispute to the FWC for resolution.</p> <p>20.2.2 The FWC may deal with a dispute in two stages:</p> <p>(a) the FWC will first attempt to resolve the dispute through conciliation;</p> <p>(b) where the matter cannot be resolved by conciliation, at the request of one or both parties, the FWC may arbitrate the dispute.</p> <p>20.2.3 In any proceedings before the FWC pursuant to this clause, the FWC may take any or all of the following actions in order to resolve the dispute:</p> <p>(a) Convene conciliation conferences of the parties or their representatives at which the FWC is present;</p> <p>(b) Require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;</p> <p>(c) Request but not compel a person to attend and/or give evidence at proceedings;</p> <p>(d) Request but not compel a person to produce documents;</p> <p>(e) Where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement</p> <p>20.2.4 Any determination by the FWC following an arbitration must be in writing and must give reasons for the determination</p> <p>20.2.5 In the exercise of its functions under this clause, the FWC must not issue interim orders, 'status quo' orders or interim determinations.</p>	
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		<p>20.2.6 If FWC permits, the parties are entitled to be represented, including by legal representatives, in any proceedings under this clause.</p> <p>20.2.7 If the FWC arbitrates a dispute, any determination made by the FWC is a decision for the purposes of Division 3 of Part 5.1 of the Fair Work Act and can be appealed.</p> <p>20.3 Continuation of work</p> <p>20.3.1 While the dispute resolution procedure is engaged, work will continue as normal and as before the dispute arose in accordance with this Agreement unless a team member has a reasonable concern about an imminent risk to their health and safety.</p>	
Employment Categories	<p>[cl 10] Employment categories</p> <p>[cl 10.1] Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> - full-time employees; - part-time employees; or - casual employees. <p>[cl 10.2] At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p>	<p>3.1.1 BIG W will inform each team member in writing of the following when they start working:</p> <ul style="list-style-type: none"> (a) whether you are employed on a full time, part time or casual basis; (b) what your classification is; (c) for full time and part time team members, what your standard roster is – including the days, times and hours for you; and (d) your base rate of pay. 	
Full-time employees	<p>[cl 11] An employee who is engaged to work an average of 38 hours per week.</p>	<p>8.2.1 A full time team member will be rostered for an average of 38 hours per week, worked in any of the following forms (or over a longer averaging period by agreement between BIG W and the team member):</p> <ul style="list-style-type: none"> (a) 38 hours in 1 week; (b) 76 hours in 2 consecutive weeks; (c) 114 hours in 3 consecutive weeks; or (d) 152 hours in 4 consecutive weeks. 	
Part-time employees	<p>[cl 12.1] A part-time employee is an employee who:</p> <ul style="list-style-type: none"> (a) works less than 38 hours per week; and (b) has reasonably predictable hours of work. <p>[cl 12.2] At the time of first being employed the parties will agree in writing on a regular pattern of work specifying at least:</p>	<p>8.3.2 A part time team member's contract hours will be an agreed number of hours, between 36 and 144 hours per 4-week cycle.</p> <p>8.1.1 At the start of employment, BIG W and full time and part time team members will agree in writing on their standard roster which will specify:</p>	<p>Minimum part-time hours under Agreement is higher than GRIA; 36 hours per 4-week cycle or an average of 9 hours per week.</p>

	<ul style="list-style-type: none"> - The hours worked each day; - Which days of the week the employee will work; - The actual starting and finishing times of each day; - That any variation will be in writing; - Minimum daily engagement is three hours; and - The times of taking and the duration of meal breaks. <p>[cl 12.3] any variation to the regular pattern of work will be agreed to in writing before the variation occurs.</p> <p>[cl 12.4] The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>[cl 12.5] An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p> <p>[cl 12.6] An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.</p> <p>[cl 12.7] A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 will be overtime and paid for at the rates prescribed in clause 29.2— Overtime.</p> <p>[cl.12.8]</p> <p>(a) A part-time employee's roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee.</p> <p>(b) The rostered hours of part-time employees may be altered at any time by mutual agreement between the employer and the employee.</p>	<p>(a) The number of ordinary hours to be worked each week (the team member's contract hours);</p> <p>(b) The days of the week that the work is to be performed; and</p> <p>(c) The starting and finishing times of work for each day of the week on which work is to be performed.</p> <p>8.3.1 A standard roster for a part time team member must meet the following principles:</p> <p>Rostering principle Team member entitlement Minimum number of hours per day 3 hours</p> <p>8.3.3 A team member can request in writing and the employer can agree to vary arrangements for consecutive days off and the number of rostered days off, which are to be recorded in time and wages records. It can not be made a condition of employment that the employee make such a request. The team member can terminate such agreement by giving 4 weeks written notice to BIG W.</p> <p>8.4 Part time additional hours</p> <p>8.4.1 In addition to working their contract hours as per their standard roster, a part time team member can be offered additional hours based on the operational need of BIG W (additional hours). Additional hours may change with operational needs and are not guaranteed to be offered. The part time team member may accept the additional hours on the terms below, or the part time team member can decline the additional hours without penalty.</p> <p>8.4.2 Additional hours are offered on a voluntary basis in addition to the part time team member's existing standard roster, and a part time team member may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any one week. The part time team member needs to provide their consent to the additional hours in writing before the additional hours are worked.</p>	
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	<p>(c) Rosters will not be changed except as provided in clause 12.8(a) from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.</p> <p>[cl 12.9] Award entitlements A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal leave and compassionate leave arising under the NES or this award on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.</p> <p>[cl 12.10] Conversion of existing employees No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.</p>	<p>8.4.3 A part time team member can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the team member at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by BIG W and provided to the team member on request. This may be provided by electronic means as noted above. For clarity, the provision of standing consent and availability does not require a team member to accept additional hours (even if those hours fall within their stated availability) and they may continue to decline any additional hours that may be offered.</p> <p>8.4.4 Additional hours will be paid at the part time team member's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.</p> <p>8.4.5 A part time team member will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of 144 hours in any 4-week cycle without the payment of overtime rates.</p> <p>8.4.6 In the event a part time team member cannot work any agreed additional hours due to illness or injury, the team member is entitled to use personal leave in accordance with clause 12.</p> <p>8.4.7 Subject to appropriate skills and availability, and all things being equal, any extra hours of work will be offered to part-time team members before they are offered to casual team members (where practicable).</p>	
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Casual Employees	[cl 13.1] A casual employee is an employee engaged as such.	4.1.3 If you are a casual team member you will be paid the base hourly pay rate plus a casual loading of 25%, and any other appropriate loading and penalty for	

	<p>[cl 13.2] A casual employee will be paid both the hourly rate payable to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p>[cl 13.3] Casual employees will be paid at the termination of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees.</p> <p>[cl 13.4] The minimum daily engagement of a casual is three hours, provided that the minimum engagement period for an employee will be one hour and 30 minutes if all of the following circumstances apply: (a) the employee is a full-time secondary school student; and (b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and (c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than three hours; and (d) employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the employee.</p>	<p>all hours worked. The 25% casual loading is instead of paid leave (with the exception of paid long service leave). A casual team member is not paid a penalty on a penalty, and the rates set out in the penalty rates table at clause 6.2 are inclusive of the 25% casual loading, except as provided in clause 7.3.2 where a penalty on a penalty may be paid.</p> <p>8.6.1 Casual team member hours of work must meet the following principles:</p> <p>Rostering principle Team member entitlement Minimum number of hours per day 3 hours Maximum number of hours per day 9 hours (with up to 11 hours on one day each week) Maximum number of engagements per day 1 Minimum break between shifts 12 hours (or 10 hours by written agreement) Maximum number of hours each week 38 hours Maximum number of days each week Up to 5 days (or 6 days in one week by mutual agreement, provided that a casual team member will not work more than 20 starts in one 4 week cycle) Maximum number of consecutive days worked 6 days</p> <p>8.6.2 Where practical, BIG W will notify casual team members of their anticipated days and hours of work for the following week at least 5 days before the start of the week.</p> <p>8.6.3 If a casual team member's roster is not made available in accordance with clause 8.6.2, BIG W will tell the team member about their roster as soon as possible – including notifying the team member in person, by phone, voicemail, text message, email or via an application or any other method of communication that the team member prefers.</p> <p>8.6.4 A casual will receive at least 3 hours notification to cancel a rostered shift or they shall be paid for the minimum shift engagement, ie 3 hours.</p>	<p>Rostering provisions for casual employees under the Agreement include, where practicable, advance notification of when they will be required to work and consideration of study or exams.</p> <p>Agreement provides casual employees a right to be paid for minimum shift engagement where 3 hours' notice to cancel a rostered shift is not received.</p>
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	<p>[cl 13.5] Right to request casual conversion</p> <p>(a) A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.</p> <p>(b) A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.</p> <p>(c) A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.</p> <p>(d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.</p> <p>(e) Any request under this subclause must be in writing and provided to the employer.</p> <p>(f) Where a regular casual employee seeks to convert to full-time or part-time employment, the employer may agree to or refuse the request, but the request</p>	<p>8.6.5 A casual team member is expected to attend for shifts where they have agreed to work. Where a casual team member is not able to attend their shift due to exceptional circumstances they will where practicable provide 2 hours notice to their Manager. Casual team members should be aware that regular non-attendance for agreed shifts may result in disciplinary action.</p> <p>8.6.6 Once a roster has been communicated to a casual team member, where that roster changes and the change affects a casual team member, then BIG W must let the team member know about the change as efficiently as practicable which may be by phone, voicemail, text message, email or via an application or any other method of communication that the team member prefers.</p> <p>8.6.7 If a casual team member needs to temporarily change their availability to not be rostered to attend to studies or exams they may notify BIG W and be given appropriate consideration for roster changes without prejudice to being rostered to work again in the future.</p> <p>8.7 Casual conversion to permanent employment</p> <p>8.7.1 For the purposes of this clause, a regular casual team member is a BIG W casual team member who has, over a calendar period of at least 12 months, worked a pattern of ordinary hours on an ongoing basis which, without significant adjustment, the team member could continue to perform as a full time or part time team member under the provisions of this Agreement.</p> <p>8.7.2 A regular casual team member who has worked an average of 38 or more ordinary hours a week in the period of 12 months' casual employment may request to have their employment converted to full time employment.</p> <p>8.7.3 A regular casual team member who has worked an average of at least 10 hours per week but</p>	
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	<p>may only be refused on reasonable grounds and after there has been consultation with the employee.</p> <p>(g) Reasonable grounds for refusal include that:</p> <p>(i) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);</p> <p>(ii) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;</p> <p>(iii) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or</p> <p>(iv) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.</p> <p>(h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.</p> <p>(i) Where the employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p> <p>(j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the employer and employee must discuss and record in writing:</p>	<p>less than 38 ordinary hours per week in the period of 12 months casual employment may request to have their employment converted to part time employment consistent with the pattern of hours previously worked.</p> <p>8.7.4 Any request for casual conversion must be in writing and provided to BIG W.</p> <p>8.7.5 Where a regular casual team member requests to convert to full time or part time employment, BIG W may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the team member.</p> <p>8.7.6 Reasonable grounds for refusal include:</p> <p>(a) Where it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full time or part time team member in accordance with the provisions of this Agreement – that is, the casual team member is not truly a regular casual team member;</p> <p>(b) Where it is known or reasonably foreseeable that:</p> <p>(i) the team member's position will cease to exist within the next 12 months;</p> <p>(ii) the hours of work which the team member is required to perform will be significantly reduced in the next 12 months;</p> <p>(iii) there will be a significant change in the days and/or times at which the team member's hours of work are required to be performed in the next 12 months; or</p> <p>(iv) the team member's availability will change significantly in the next 12 months.</p> <p>8.7.7 Where BIG W refuses a request to convert, BIG W must advise the team member of BIG W's reasons for refusal within 21 days, in writing. Where the team member does not agree with BIG W's decision, the team member can use the dispute resolution process in clause 20 of this Agreement.</p>	
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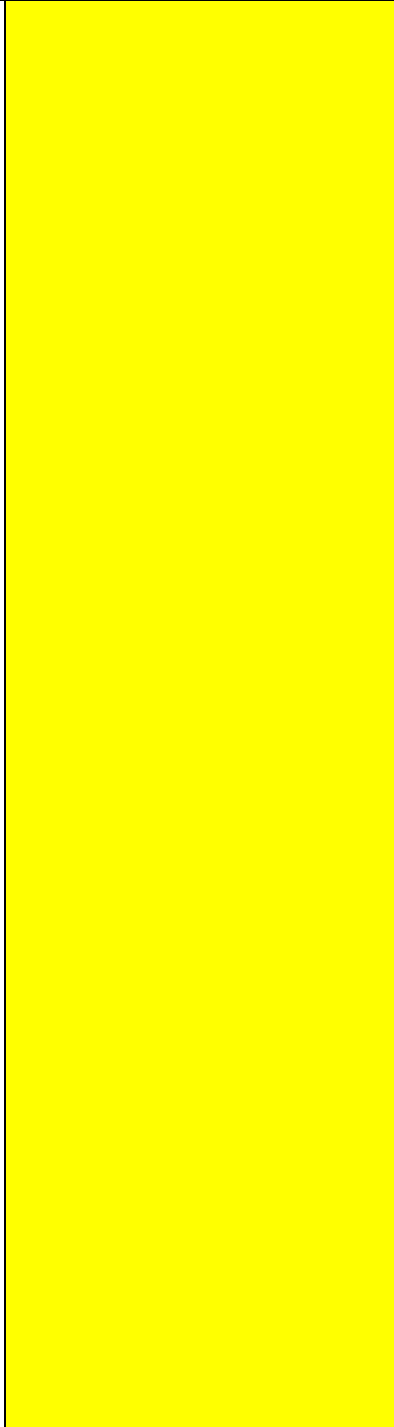
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	<p>(i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and</p> <p>(ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 12.2.</p> <p>(k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.</p> <p>(l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.</p> <p>(m) A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.</p> <p>(n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an employer to require a regular casual employee to so convert.</p> <p>(o) Nothing in this clause requires an employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p> <p>(p) An employer must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. In respect of casual employees already employed as at 1 October 2018, an employer must provide such employees with a copy of the provisions of this subclause by 1 January 2019.</p> <p>(q) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (p).</p>	<p>8.7.8 A regular casual team member who is eligible (under clause 8.7.1) can only make a request for conversion once every 6 months.</p> <p>8.7.9 Where it is agreed that a casual team member will have their employment converted to full time or part time employment as provided for in this clause, BIG W will provide the team member with the following information:</p> <p>(a) the form of employment to which the team member will convert – that is, full time or part time employment;</p> <p>(b) if it is agreed that the team member will become a part time team member, the matters referred to in clause 8.1.1; and</p> <p>(c) the date the conversion will take effect (which will be the commencement of the next pay cycle following agreement being reached, unless otherwise agreed).</p> <p>8.7.10 Once a casual team member has converted to full time or part time employment, the team member may only revert to casual employment with the written agreement of BIG W.</p> <p>8.7.11 Nothing in this clause obliges a regular casual team member to convert to full time or part time employment or make a request to convert. BIG W cannot require a regular casual team member to convert to full time or part time employment, however BIG W may at any time offer any casual team member an available full time or part time role. Nothing in this clause requires BIG W to increase the hours of a regular casual team member seeking conversion to full time or part time employment.</p> <p>8.7.12 A casual team member must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied in order to avoid any right or obligation under this clause.</p> <p>8.7.13 BIG W will provide all new casual team members with a copy of the provisions of this clause</p>	
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		<p>(which can include giving the team member a copy of this Agreement, or a link to an electronic copy of this Agreement) within the first 12 months of their engagement with BIG W. A casual team member's right to convert is not affected if BIG W does not give them a copy of the clause or Agreement as required by this clause.</p>	
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<p>Termination of employment</p>	<p>[14.1] Notice of termination by an employee</p> <p>(a) This clause applies to all employees except those identified in ss.123(1) and 123(3) of the Act.</p> <p>(b) An employee must give the employer notice of termination in accordance with Table 1—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.</p> <p>Table 1—Period of notice</p> <table border="1" data-bbox="427 542 1064 686"> <thead> <tr> <th>Column 1</th> <th>Column 2</th> </tr> </thead> <tbody> <tr> <td>Employee's period of continuous service with the employer at the end of the day the notice is given</td> <td>Period of notice</td> </tr> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </tbody> </table> <p>Note: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.</p> <p>(c) In paragraph (b) continuous service has the same meaning as in s.117 of the Act.</p> <p>(d) If an employee who is at least 18 years old does not give the period of notice required under paragraph (b), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.</p> <p>(e) If the employer has agreed to a shorter period of notice than that required under paragraph (b), then no deduction can be made under paragraph (d).</p> <p>(f) Any deduction made under paragraph (d) must not be unreasonable in the circumstances.</p> <p>[14.2] Job search entitlement</p>	Column 1	Column 2	Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice	Not more than 1 year	1 week	More than 1 year but not more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	<p>18.1.2 BIG W will provide the following amount of notice before terminating the employment of a full time or part time team member, unless terminating their employment for serious misconduct:</p> <p>Period of continuous service Period of notice 1 year or less 1 week 1 year and up to the completion of 3 years 2 weeks 3 years and up to the completion of 5 years 3 weeks 5 years and over 4 weeks</p> <p>18.1.3 Team members over 45 years of age with two or more years continuous service at the time of termination, shall receive an additional week's notice.</p> <p>18.1.4 Where the relevant period of notice is not provided, the team member shall be entitled to payment in lieu, provided that employment may be terminated by part of the period of notice and part payment in lieu.</p> <p>18.1.5 Payment in lieu of notice shall be calculated using team members weekly ordinary time earnings in accordance with the Fair Work Act 2009.</p> <p>18.1.6 In the case of serious misconduct a team member may be instantly dismissed and will only be paid up to the time of dismissal.</p> <p>18.1.7 The period of notice in this clause does not apply to casual team members, or to fixed-term contract team members engaged for a specific period of time or for a specific task or tasks (unless their employment ends with notice before their specified end date). Casual employment can be terminated without notice.</p> <p>18.1.8 The employment of team members engaged for a specific period or on a temporary basis will end automatically at the conclusion of the specific period unless: (a) the team member's employment ends prior to the conclusion of the specified period in accordance with the above termination notice provisions; or (b) unless the team member was an existing team member before the specific period in which case they will revert to their previous employment status.</p> <p>18.2 Team member resignation</p>	
Column 1	Column 2														
Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice														
Not more than 1 year	1 week														
More than 1 year but not more than 3 years	2 weeks														
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<p>Redundancy</p>	<p>[cl 15.1] Redundancy pay is provided for in the NES (see below).</p> <p>[cl 15.2] Transfer to lower paid duties Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.</p> <p>[cl 15.3] Employee leaving during notice period An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p> <p>[cl 15.4] Job search entitlement (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient. (c) This entitlement applies instead of clause 14.3.</p>	<p>18.6 Redundancy</p> <p>18.6.1 A redundancy occurs when BIG W has decided it does not need a team member's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour. This may happen when BIG W introduces new technology, slows down due to lower sales, closes down a part of or all of its business, relocates or restructures.</p> <p>18.6.2 Where BIG W has made a definite decision that it no longer needs a job to be done by anyone, and that decision may result in the termination of a team member's employment, BIG W must follow the consultation process outlined in clause 19.</p> <p>18.6.3 The information BIG W must provide under clause 19 will include: (a) relevant information about the proposed redundancies, including reasons for the proposed redundancies; (b) the roles, and the number of roles of team members that are likely to be affected; (c) the number of team members normally employed; and (d) the time period over which the redundancies will take effect;</p> <p>provided that BIG W is not required to disclose any confidential or commercially sensitive information to team members.</p> <p>18.6.4 The discussions that will be had under clause 19 will include: (a) any reasons for the proposed redundancies; (b) measures taken to avoid or minimise job losses; and (c) measures to mitigate any adverse effects of job losses on the team members concerned.</p> <p>18.7 Redundancy Pay</p>	
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	<p>NES Entitlement: <i>Entitlement to redundancy pay</i></p> <p>Is 119] Redundancy pay (1) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated: (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or (b) because of the insolvency or bankruptcy of the employer.</p> <p>Note: Sections 121, 122 and 123 describe situations in which the employee does not have this entitlement.</p> <p><i>Amount of redundancy pay</i> (2) The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:</p> <p>Employee's period of continuous service with the employer and corresponding pay period At least 1 year but less than 2 years – 4 weeks At least 2 years but less than 3 years – 6 weeks At least 3 years but less than 4 years – 7 weeks At least 4 years but less than 5 years – 8 weeks At least 5 years but less than 6 years – 10 weeks At least 6 years but less than 7 years – 11 weeks At least 7 years but less than 8 years – 13 weeks At least 8 years but less than 9 years – 14 weeks At least 9 years but less than 10 years – 16 weeks At least 10 years – 12 weeks</p> <p>Is 120] Variation of redundancy pay for other employment or incapacity to pay (1) This section applies if:</p>	<p>18.7.1 In addition to the period of notice required for termination of employment (clause 20.1), in the event a permanent team member's role is made redundant and their employment is terminated as a result, they will be entitled to the following redundancy pay.</p> <table border="1" data-bbox="1077 323 1691 967"> <thead> <tr> <th rowspan="2">Period of Continuous Service</th> <th colspan="2">Number of Weeks' Pay</th> </tr> <tr> <th>Team member under the age of 45</th> <th>Team member aged 45 or over</th> </tr> </thead> <tbody> <tr> <td>Less than 1 year</td> <td>Nil</td> <td>Nil</td> </tr> <tr> <td>1 year but less than 2 years</td> <td>4 weeks</td> <td>5 weeks</td> </tr> <tr> <td>2 years but less than 3 years</td> <td>7 weeks</td> <td>8.75 weeks</td> </tr> <tr> <td>3 years but less than 4 years</td> <td>10 weeks</td> <td>12.5 weeks</td> </tr> <tr> <td>4 years but less than 5 years</td> <td>12 weeks</td> <td>15 weeks</td> </tr> <tr> <td>5 years but less than 6 years</td> <td>14 weeks</td> <td>17.5 weeks</td> </tr> <tr> <td>6 years or more</td> <td>16 weeks</td> <td>20 weeks</td> </tr> </tbody> </table> <p>18.12 Variation of redundancy pay for other employment or incapacity to pay</p> <p>18.12.1 In circumstances other than a transfer of business, if Woolworths: (i) obtains other acceptable employment for the team member; or (ii) cannot pay an amount of redundancy pay;</p> <p>then BIG W can apply to the FWC and the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate, and the</p>	Period of Continuous Service	Number of Weeks' Pay		Team member under the age of 45	Team member aged 45 or over	Less than 1 year	Nil	Nil	1 year but less than 2 years	4 weeks	5 weeks	2 years but less than 3 years	7 weeks	8.75 weeks	3 years but less than 4 years	10 weeks	12.5 weeks	4 years but less than 5 years	12 weeks	15 weeks	5 years but less than 6 years	14 weeks	17.5 weeks	6 years or more	16 weeks	20 weeks	<p>Redundancy pay under the Agreement is higher. GRIA/NES caps payment after at least 9 years but less than 10 years continuous service at 16 weeks and after at least 10 years at 12 weeks. Agreement provides 16 weeks after 6 years or 20 weeks after 6 years if over 45 years of age.</p>
Period of Continuous Service	Number of Weeks' Pay																												
	Team member under the age of 45	Team member aged 45 or over																											
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6 years or more	16 weeks	20 weeks																											

	<p>(a) an employee is entitled to be paid an amount of redundancy pay by the employer because of section 119; and</p> <p>(b) the employer:</p> <ul style="list-style-type: none"> (i) obtains other acceptable employment for the employee; or (ii) cannot pay the amount. <p>(2) On application by the employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.</p> <p>(3) The amount of redundancy pay to which the employee is entitled under section 119 is the reduced amount specified in the determination.</p> <p>[s 121] Exclusions from obligation to pay redundancy pay</p> <p>(1) Section 119 does not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in subsection 117(1) (whichever happened first):</p> <ul style="list-style-type: none"> (a) the employee's period of continuous service with the employer is less than 12 months; or (b) the employer is a small business employer. <p>(2) A modern award may include a term specifying other situations in which section 119 does not apply to the termination of an employee's employment.</p> <p>(3) If a modern award that is in operation includes such a term (the award term), an enterprise agreement may:</p> <ul style="list-style-type: none"> (a) incorporate the award term by reference (and as in force from time to time) into the enterprise agreement; and (b) provide that the incorporated term covers some or all of the employees who are also covered by the award term. 	<p>amount of redundancy pay payable to a team member under clause 18.7 will be so reduced.</p> <p>18.8 Transfer to lower paid duties</p> <p>18.8.1 Where a team member is transferred to lower paid duties by reason of redundancy, the same period of notice must be given before the transfer as the team member would have been entitled to if their employment had been terminated. BIG W may choose to implement the transfer earlier and pay the team member the difference between their former base rate of pay and the base rate of pay for the number of weeks of notice still owing. BIG W may, at its discretion, make a payment of an amount equal to the difference between the team member's former base rate of pay and the new lower base rates of pay for both the period of notice and for a period equal to the number of weeks' severance pay that the team member would have been entitled to if their employment had been terminated.</p> <p>18.9 Team member leaving during the notice period</p> <p>18.9.1 If a team member who has been given notice of termination due to redundancy chooses to cease employment before their notice period has come to an end, they may do so and will receive the same benefits and payments due to them under this clause as if they had remained employed until the end of their notice period; but will not be entitled to payment instead of notice for the remainder of the notice period and will only accrue leave until their last day of employment.</p> <p>18.10 Job search entitlement</p> <p>18.10.1 A team member who has been given notice of termination in circumstances of redundancy will be allowed up to 1 day of time off without loss of pay during each week of notice for the purpose of seeking other employment</p>	
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	<p>Is 122] Transfer of employment situations that affect the obligation to pay redundancy pay <i>Transfer of employment situation in which employer may decide not to recognise employee's service with first employer</i></p> <p>(1) Subsection 22(5) does not apply (for the purpose of this Subdivision) to a transfer of employment between non-associated entities in relation to an employee if the second employer decides not to recognise the employee's service with the first employer (for the purpose of this Subdivision).</p> <p>(2) If subsection 22(5) applies (for the purpose of this Subdivision) to a transfer of employment in relation to an employee, the employee is not entitled to redundancy pay under section 119 in relation to the termination of his or her employment with the first employer.</p> <p>Note: Subsection 22(5) provides that, generally, if there is a transfer of employment, service with the first employer counts as service with the second employer.</p> <p><i>Employee not entitled to redundancy pay if refuses employment in certain circumstances</i></p> <p>(3) An employee is not entitled to redundancy pay under section 119 in relation to the termination of his or her employment with an employer (the first employer) if:</p> <p>(a) the employee rejects an offer of employment made by another employer (the second employer) that:</p> <ul style="list-style-type: none"> (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination; and (ii) recognises the employee's service with the first employer, for the purpose of this Subdivision; and 	<p>18.10.2 If the team member has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the team member must, if requested by BIG W, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.</p> <p>18.11 Change to redundancy pay</p> <p>18.11.1 Where there is a transfer of business, redundancy pay (as per clause 18.7) and notice of termination (as per clause 20.1) will not apply where BIG W obtains employment for a team member in the transferred business or another BIG W Group Limited related entity on terms and conditions that are substantially similar to, and overall no less favourable than, the team member's terms and conditions of employment immediately before the termination, including the requirement that the new employer recognises the team member's service with BIG W.</p> <p>18.11.2 Where BIG W finds such other employment for a team member, the team member's entitlements to personal leave, annual leave and long service leave will be transferred to the new employer.</p>	
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	<p>(b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.</p> <p>(4) If the FWC is satisfied that subsection (3) operates unfairly to the employee, the FWC may order the first employer to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be payable but for subsection (3)) that the FWC considers appropriate. The first employer must pay the employee that amount of redundancy pay.</p> <p>[s123] Limits on scope of this Division <i>Employees not covered by this Division</i></p> <p>(1) This Division does not apply to any of the following employees:</p> <p>(a) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season;</p> <p>(b) an employee whose employment is terminated because of serious misconduct;</p> <p>(c) a casual employee;</p> <p>(d) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;</p> <p>(e) an employee prescribed by the regulations as an employee to whom this Division does not apply.</p> <p>(2) Paragraph (1)(a) does not prevent this Division from applying to an employee if a substantial reason for employing the employee as described in that paragraph was to avoid the application of this Division.</p> <p><i>Other employees not covered by notice of termination provisions</i></p> <p>(3) Subdivision A does not apply to:</p> <p>(b) a daily hire employee working in the building and construction industry (including working in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures); or</p> <p>(c) a daily hire employee working in the meat industry in connection with the slaughter of livestock; or</p>		
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	<p>(d) a weekly hire employee working in connection with the meat industry and whose termination of employment is determined solely by seasonal factors; or</p> <p>(e) an employee prescribed by the regulations as an employee to whom that Subdivision does not apply.</p> <p><i>Other employees not covered by redundancy pay provisions</i></p> <p>(4) Subdivision B does not apply to:</p> <p>(a) an employee who is an apprentice; or</p> <p>(b) an employee to whom an industry-specific redundancy scheme in a modern award applies; or</p> <p>(c) an employee to whom a redundancy scheme in an enterprise agreement applies if:</p> <p style="padding-left: 20px;">(i) the scheme is an industry-specific redundancy scheme that is incorporated by reference (and as in force from time to time) into the enterprise agreement from a modern award that is in operation; and</p> <p style="padding-left: 20px;">(ii) the employee is covered by the industry-specific redundancy scheme in the modern award; or</p> <p>(d) an employee prescribed by the regulations as an employee to whom that Subdivision does not apply</p>		
Classifications	<p>[cl 16] Classifications</p> <p>[cl 16.1] All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>[cl 16.2] The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by the employer.</p>	<p>3.3 How do classifications apply?</p> <p>3.3.1 BIG W will classify all team members who are covered by this Agreement according to the structure that is contained in [Appendix A] of this Agreement. BIG W will advise team members of their classification, and of any changes to their classification or job title, in writing.</p> <p>3.3.2 The classification by BIG W will be according to the skill level (or skill levels) that are required to be used by the team member in order to perform the principal functions of their employment as determined by BIG W.</p> <p>3.3.3 BIG W will not require any team member, regardless of their classification, to clean toilets.</p>	

		<p>3.3.4 Below is a summary of the classifications and some of the example job titles that are included in each classification:</p> <table border="1" data-bbox="1077 268 1686 579"> <thead> <tr> <th colspan="2" data-bbox="1077 268 1686 316">BIG W Store Teams - all departments</th> </tr> <tr> <th data-bbox="1077 316 1328 392">Classification</th> <th data-bbox="1328 316 1686 392">Examples of job titles within this classification</th> </tr> </thead> <tbody> <tr> <td data-bbox="1077 392 1328 469">Retail Team Member Level 1</td> <td data-bbox="1328 392 1686 469"> <ul style="list-style-type: none"> Team Member </td> </tr> <tr> <td data-bbox="1077 469 1328 579">Retail Team Member Level 4</td> <td data-bbox="1328 469 1686 579"> <ul style="list-style-type: none"> Supervisor Cash Office Optical Team Member </td> </tr> </tbody> </table> <p data-bbox="1077 608 1659 667">Higher duties and further classifications can be found at Appendix A.</p>	BIG W Store Teams - all departments		Classification	Examples of job titles within this classification	Retail Team Member Level 1	<ul style="list-style-type: none"> Team Member 	Retail Team Member Level 4	<ul style="list-style-type: none"> Supervisor Cash Office Optical Team Member 		
BIG W Store Teams - all departments												
Classification	Examples of job titles within this classification											
Retail Team Member Level 1	<ul style="list-style-type: none"> Team Member 											
Retail Team Member Level 4	<ul style="list-style-type: none"> Supervisor Cash Office Optical Team Member 											
Minimum weekly wages		<p>4.1 What is my rate of pay?</p> <p>As following base rates of pay apply from the first full pay period after 1 May 2019.</p> <table border="1" data-bbox="1077 836 1641 1139"> <thead> <tr> <th data-bbox="1077 836 1285 979">Classification</th> <th data-bbox="1285 836 1424 979">Base Rate of Pay (hourly)</th> <th data-bbox="1424 836 1641 979">Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)</th> </tr> </thead> <tbody> <tr> <td data-bbox="1077 979 1285 1056">Store Team Member Level 1</td> <td data-bbox="1285 979 1424 1056">\$21.51</td> <td data-bbox="1424 979 1641 1056">\$817.90</td> </tr> <tr> <td data-bbox="1077 1056 1285 1139">Store Team Member Level 4</td> <td data-bbox="1285 1056 1424 1139">\$23.12</td> <td data-bbox="1424 1056 1641 1139">\$878.54</td> </tr> </tbody> </table> <p data-bbox="1077 1171 1686 1225">Higher duties and further classification rates of pay can be found at Appendix A.</p> <p data-bbox="1077 1257 1671 1311">As following base rates of pay apply from the first full pay period after 1 May 2019.</p>	Classification	Base Rate of Pay (hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)	Store Team Member Level 1	\$21.51	\$817.90	Store Team Member Level 4	\$23.12	\$878.54	<p>Base rates of pay under the Agreement are higher than the GRIA and will remain higher than the GRIA over the life of the Agreement.</p>
Classification	Base Rate of Pay (hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)										
Store Team Member Level 1	\$21.51	\$817.90										
Store Team Member Level 4	\$23.12	\$878.54										

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[cl 17] Retail Employee Level 1 789.90 Retail Employee Level 2 808.70 Retail Employee Level 3 821.40 Retail Employee Level 4 837.40 Retail Employee Level 5 871.80 Retail Employee Level 6 884.50 Retail Employee Level 7 928.80 Retail Employee Level 8 966.50	Classification	Base Rate of Pay (hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)
	Store Team Member Level 1	\$21.51	\$817.90
	Store Team Member Level 2	\$22.03	\$837.25
	Store Team Member Level 3	\$22.38	\$850.40
	Store Team Member Level 4	\$23.12	\$878.59
	Store Team Member Level 5	\$23.75	\$902.57
	Store Team Member Level 6	\$24.10	\$915.72
	A.2.2 Base rates of pay in A.2.1 will increase in accordance with clause 4.2 of this agreement.		
	4.1.2 The weekly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the hourly rate will prevail.		
	4.2 When will my wages be increased?		
4.2.1 Base rates of pay will increase annually in accordance with the below wage table. Base rates increases will take effect from the first full pay period on or after 1 July in each applicable year.			
Date of increase (first full pay period)	Who	Increase amount	

		on or after)			
		1 July 2019	All classifications	Team members will receive the equivalent Level rate in the GRIA (taking into account the FWC Annual Wage Review) plus 4 cents per hour or the rate in clause 4.1.1 or Appendix A maintained, whichever is the greater.	
		1 July 2020	All classifications	1 July 2020 At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2020.	
		1 July 2021	All classifications	1 July 2021 At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2021.	
<p>4.2.2 The above wage rate increases do not apply to team members on saved rates as outlined in Appendix E.2 and E.3 until that saved rate aligns to their relevant classification.</p> <p>Appendix E - Savings</p> <p>E.1 With the exception of 1 July 2019, every team member is entitled to at least half of every pay increase.</p> <p>E.2 Any team members employed as at 1 May 2019 who were eligible for a Saved rate on or before 1 August 2012, will have their rate of pay saved with absorption of wage increases at a rate of 50% of the annual wage review. However, if an associate initiates</p>					

		<p>a change, for example changing role, promotion or accepting a role not within the BIG W division, at that point the savings provision would forever cease to apply to the employee. In all other circumstances, provided the Associate continues to be employed on a continuous and unbroken basis by BIG W in any capacity, this savings provision will apply.</p> <p>E.3 Team members employed as at 1 May 2019 who were employed at the Specialist Retail Associate classification under the BIG W Stores Agreement 2012 and are classified at Level 1 under this Agreement which attracts a lower base rate of pay will be eligible to have their existing rate saved with absorption of wage increases at a rate of 50% of each pay rise until their new base rate of pay aligns or exceeds their saved rate. However, if an associate initiates a change, for example changing role, promotion or accepting a role not within the BIG W division, at that point the savings provision would forever cease to apply to the employee. In all other circumstances, provided the Associate continues to be employed on a continuous and unbroken basis by BIG W in any capacity, this savings provision will apply.</p> <p>E.4 Where Team Members were employed either, prior to August 1997, or under the 1997 agreement, and were protected from working Sundays, it shall remain voluntary for those Team Members to be rostered to work on Sundays.</p> <ol style="list-style-type: none"> 1. Where a Team Member covered by this clause transfers at their own request to a store where Sunday trading is already lawful, the Team Member can be rostered to work on Sunday at the new store. 2. Where a Team Member transfers at BIG W's request from a non Sunday trading store to another store where Sunday trading is already lawful, any work on a Sunday remains voluntary, at the new store. 3. A Team Member referred to above may elect to work on a Sunday for a limited period under a written agreement provided that at the end of the 	
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		<p>period the Sunday work would cease and the Associate's right to refuse to work on Sundays would remain unimpaired.</p> <p>E.5 Where a team member can demonstrate that a saved provision in under Part 8 of the BIG W Stores Certified Agreement 2012 applied to them and it is not contained or overridden in E.1, E.2, E.3 or E.4 of this Agreement then such saved provision will continue to apply to the team member.</p> <p>E.6 Buy-out of saving</p> <p>E.6.1 By mutual agreement, BIG W can make a payment to a team member to buy-out an entitlement to a saved provision in this Agreement. Where a buy-out has occurred, such team member will no longer have an entitlement to the saved provision that has been bought out. Such buyout agreement must be recorded in writing.</p> <p>E.7 Accident Make Up Pay – Victoria and Western Australia Only</p> <p>E.7.1 This clause only applies to team members who were continuously employed in the States of Victoria or Western Australia on or before 6 May 2019.</p> <p>E.7.2 If, following an injury, a team member who is eligible according to clause E.7.1 receives compensation under the applicable workers compensation legislation, then that compensation payment shall be increased by BIG W to the amount of the usual weekly rate for the rostered hours worked by the team member at the time of the injury. This payment made by BIG W will be limited to a maximum of 52 weeks.</p>	
Junior Rates	<p>[cl 18.2] Under 16 years of age – 45% 16 years of age – 50% 17 years of age – 60% 18 years of age – 70%</p>	<p>4.3.1 Any team member who is a Retail Employee Level 1 who is under the age of 20 will receive the following percentage of the base rate of pay for their relevant classification:</p>	<p>Agreement provides a higher junior percentage for under 16 years of age and pays adult rates from 20 years.</p>

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	<p>19 years of age – 80% 20 years of age employed by the employer for 6 months or less– 90% 20 years of age employed by the employer for more than 6 months – 100%</p>	<table border="1"> <thead> <tr> <th>Age</th> <th>% of adult Base Rate of Pay</th> </tr> </thead> <tbody> <tr> <td>16 years and under</td> <td>50%</td> </tr> <tr> <td>17 years</td> <td>60%</td> </tr> <tr> <td>18 years</td> <td>70%</td> </tr> <tr> <td>19 year</td> <td>80%</td> </tr> <tr> <td>20 years</td> <td>100%</td> </tr> </tbody> </table>	Age	% of adult Base Rate of Pay	16 years and under	50%	17 years	60%	18 years	70%	19 year	80%	20 years	100%	
Age	% of adult Base Rate of Pay														
16 years and under	50%														
17 years	60%														
18 years	70%														
19 year	80%														
20 years	100%														
Meal Allowance	<p>[cl 20.1] (a) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$18.29. Where such overtime work exceeds four hours a further meal allowance of \$16.57 will be paid. (b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.</p>	<p>9.6 Overtime meal allowance</p> <p>9.6.1 A team member who is required to work more than one hour of overtime after their ordinary finish time, without being given 24 hours' notice, will be provided with a meal or paid a meal allowance of \$18.29.</p> <p>9.6.2 If the overtime worked exceeds 4 hours, a further meal allowance of \$16.57 will be paid.</p> <p>9.6.3 The meal allowances payable under this clause must never be less than the equivalent allowance in the General Retail Industry Award.</p>													
Special Clothing	<p>[cl 20.2(a)] Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.</p>	<p>5.2 Special clothing allowance</p> <p>Where a team member is required to wear or use protective gear, this will be provided, maintained, repaired, laundered and replaced (when required) by BIG W. BIG W will train team members in the appropriate use of protective gear. BIG W will provide hats and sunscreen lotion to team member for outdoor work.</p> <p>Where BIG W requires a team member to wear special clothing such as a uniform, dress or other clothing then BIG W will reimburse the cost of purchasing such clothing and the cost of replacement items when replacement is due to wear and tear. This will not apply where the special clothing has been supplied or paid for by BIG W .</p>	<p>Agreement provides protection for employees in relation to revealing or offensive clothing.</p>												

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		<p>BIG W will never require a team member to wear any clothing which is revealing or offensive.</p> <p>Where BIG W requires a team member to launder any special uniform, dress or clothing, the team member will be paid the following applicable allowance:</p>	
Laundry Allowance	[cl 20.2(b)] Full-time employee - \$6.25 a week. Part-time or casual - \$1.25 per shift.	5.2 For a full time team member, \$6.25 per week. For a part time or casual team member, \$1.25 per shift.	
Excess travelling costs	[cl 20.3] An employee who is required to work at a place away from their usual place of employment will be paid travelling time for all time reasonably spent	5.3 Where BIG W asks a team member to move from one store to another for a temporary period that is less than 3 weeks, all additional transport costs over and above the team member's usual transport costs will be reimbursed by BIG W.	
Travelling time reimbursement	<p>[cl 20.4] (a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p>	<p>5.3 Travelling time reimbursement</p> <p>Where BIG W requires a team member to work at a place away from their usual place of employment, all time spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time. In addition, any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment will be reimbursed.</p> <p>Where BIG W provides transport from a pick-up point, a team member will be paid travelling time for all time spent travelling from such pick-up point and returning to such pick-up point</p> <p>The rate of pay for travelling time will be the ordinary time rate, except on Sundays and public holidays when it will be time and a half.</p>	
Transfer of employee reimbursement	[cl 20.5] Where transferred from one township to another, the employer will pay for the whole of the moving expenses including fares and transport charges for employee and family.	<p>5.3 Relocation of team member reimbursement</p> <p>If BIG W relocates a permanent team member's role from one store to another store, and the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence, then BIG W will be responsible for and will pay the whole of the moving expenses, including fares</p>	Agreement provides a definition of when relocation expenses may be paid as 'the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence' rather than

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		and transport charges, for the team member and the team member's family who reside with the team member at the time of the transfer.	'township' which is not defined under the GRIA.
Transport allowance	[cl.20.6] Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.	5.2 Transport allowance Where BIG W asks a team member to use their own motor vehicle in the performance of their duties, the team member will be paid an allowance of \$0.79 per kilometre.	
Transport reimbursement – starting or finishing after 10pm or before 7pm	[cl.20.7] (a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee's regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee. (b) Provided always that an employee may elect to provide their own transport. (c) Provided further that this clause will not apply to employees engaged under the provisions of shift-work.	5.3 Excess travelling costs reimbursement Where BIG W asks a team member to move from one store to another for a temporary period that is less than 3 weeks, all additional transport costs over and above the team member's usual transport costs will be reimbursed by BIG W. Relocation of team member reimbursement If BIG W relocates a permanent team member's role from one store to another store, and the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence, then BIG W will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family who reside with the team member at the time of the transfer. Transport of team members reimbursement Where: a team member starts or finishes work after 10.00pm, or prior to 7.00am on any day; and the team member's regular means of transport is not available; and following reasonable attempts to do so, the team member is unable to arrange their own alternative transport; then BIG W will reimburse the team member for the cost of a taxi or rideshare fare from the place of employment to the team member's usual place of residence. This will not apply if BIG W provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member. Provided always that a team member may elect to provide their own transport.	

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Cold Work Allowance	<p>lcl 20.8(a) 1.3% of the standard rate per hour for employees employed principally to stock and refill refrigerated storages.</p> <p>lcl 20.8(b) Where the temperature is below 0 degrees Celsius they will be paid an additional 2% of the standard rate per hour.</p>	No equivalent provision	
First Aid allowance	<p>lcl 20.9] An extra 1.3% of the standard rate per week.</p>	<p>5.2 First aid allowance</p> <p>Where a team member holds an appropriate first aid qualification and is appointed by BIG W to perform first aid duty they will be paid an extra of \$10.89 each week.</p>	
Recall Allowance	<p>lcl 20.10] (a) Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.</p> <p>(b) The time worked will be calculated from the time the employee leaves home until the time they return home.</p>	<p>5.2 Recall allowance</p> <p>Unless otherwise agreed, where a team member is called back to work for any reason before or after completing their normal rostered shift or on a day that they did not work (for example, for some unforeseen emergency, including needing to reset an alarm), will be paid at the appropriate overtime rate for all hours worked with a minimum of 3 hours on each occasion. The time worked will be calculated from the time the team member leaves home until the time they return home, taking a direct route. Team members may be required to provide evidence of the time taken.</p>	
Liquor licence	<p>lcl 20.11] Liquor licence</p> <p>An employee who holds a liquor licence under a relevant State or Territory law will be paid an extra 3.1% of the standard rate per week.</p>	No equivalent provision	
Higher duties	<p>lcl 20.12] Higher duties</p> <p>Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.</p>	<p>5.2 Higher duties allowance</p> <p>Team members engaged for more than 2 hours during one day or shift on duties carrying a higher rate than their ordinary classification (in accordance with appendix A) are to be paid the higher rate for such day or shift.</p> <p>If engaged for 2 hours or less during one day or shift on duties carrying a higher rate than their ordinary classification (in accordance with appendix A), the team member is to be paid the higher rate for the time they worked on those duties only.</p>	
Broken Hill	<p>lcl 20.13] Broken Hill</p> <p>An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	<p>5.2 Broken Hill Allowance</p> <p>A team member working in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance of \$0.94.</p>	

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Northern Territory	No equivalent allowance	5.2 Northern Territory Allowance Full time team members employed in the Northern Territory will receive a weekly locality Allowance of \$16.60. This will be added to the applicable Full Time Team Members ordinary rate of pay. This amount will not increase along with wages.	No equivalent allowance in the GRIA.
Adjustment of expense related allowances	[cl 20.14] Adjustment of expense related allowances At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted. The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows: Allowance - Applicable Consumer Price Index figure Meal allowance - Take away and fast foods sub-group Special clothing - Clothing and footwear group Transport allowance - Private motoring sub-group	5.1. Payment of allowances and reimbursements 5.1.1 Allowances and reimbursements are extra payments made to eligible team members for specific purposes. Allowances and reimbursements will be paid at the same time as wages are paid, unless otherwise specified. 5.1.2 The allowance rates and reimbursement rates below are effective from the first full pay period after this Agreement takes effect. The amounts payable must never be less than the equivalent allowances and reimbursements in the General Retail Industry Award. 5.1.3 To receive payment of a reimbursement, a team member must provide BIG W with evidence of the relevant expenditure and state the amount being claimed as a reimbursement. Where required under BIG W policies and procedures, team members will use the relevant expense claims system for submitting reimbursement claims. 5.1.4 The allowances and reimbursements that apply under this Agreement are provided in the tables below.	
Superannuation	[cl 22.1] Superannuation legislation (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund,	Appendix B - Superannuation B.1 Entitlement to superannuation B.1.1 Team members who are 18 and over who earn \$450 or more per month in ordinary time earnings, and any team member under the age of 18 who works 30 hours or more per week and earns more than \$450 per month in ordinary time earnings are eligible to receive superannuation contributions. If the superannuation legislation changes during the term of this Agreement	Superannuation contributions paid on higher ordinary time earnings under the Agreement.

	<p>any superannuation fund nominated in the award covering the employee applies. (b) The rights and obligations in these clauses supplement those in superannuation legislation. [cl 22.2] Employer contributions An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p>[cl 22.3] Voluntary employee contributions (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2. (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer. (c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.</p> <p>[cl 22.4] Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor: (a) the Retail Employees Superannuation Trust (REST); (b) Sunsuper; (c) Statewide Superannuation Trust; (d) Tasplan;</p>	<p>to widen eligibility for superannuation contributions, BIG W will pay the higher contribution.</p> <p>B.1.2 BIG W will make superannuation contributions on behalf of eligible team members in accordance with the relevant legislation.</p> <p>B.2 Absence from Work</p> <p>B.2.1 Subject to the governing rules of the relevant superannuation fund, BIG W must also make the superannuation contributions provided for in clause 4.6 and pay the amount authorised under clause B.3: (a) while an eligible team member is on any paid leave; (b) for the period of absence from work (subject to a maximum of 52 weeks) of the eligible team member due to work-related injury or work-related illness provided that:</p> <p>B.2.2 The team member is receiving workers compensation payments or is receiving regular payments directly from BIG W in accordance with the statutory requirements; and;</p> <p>B.2.3 The team member remains employed by BIG W and is eligible to receive superannuation.</p> <p>B.3 Superannuation contributions whilst on unpaid Parental Leave</p> <p>Should BIG W pay superannuation contributions to team members whilst on unpaid parental leave then it will be calculated based on the team member's contracted hours and base rate of pay.</p> <p>B.4 Additional Superannuation Contributions – Post Tax</p> <p>B.4.2 An eligible team member can make their own post-tax superannuation contributions or can direct BIG W in writing to set up regular post-tax contributions to the same superannuation fund that the team member's</p>	
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	<p>(e) MTAA Superannuation Fund; (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or (g) a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p>[cl 22.5] Absence from work Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b): (a) Paid leave—while the employee is on any paid leave;</p> <p>Note: please consider paid parental leave as accruing superannuation.</p> <p>(b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that: (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and (ii) the employee remains employed by the employer.</p>	<p>superannuation is paid into, this must be done in writing using the form provided on the portal on the intranet.</p> <p>B.5 Additional Superannuation Contributions - Salary Sacrifice</p> <p>B.5.1 An eligible team member may direct BIG W to pay a portion of their wages as additional superannuation contributions (salary sacrifice contributions) into the team member's nominated superannuation fund (which must be the same fund that their superannuation contributions under clause 4.6 are paid into).</p> <p>B.5.2 A team member who wishes to make salary sacrifice contributions must direct BIG W in writing to make such contributions using the form provided on the BIG W intranet or such other form or application as advised by BIG W.</p> <p>B.5.3 Upon receiving written direction, BIG W will commence making the salary sacrifice contributions on a monthly basis on behalf of the team member.</p> <p>B.5.4 A team member may vary the amount of their salary sacrifice contributions not more than twice per year. A team member can commence, vary or cease salary sacrifice contributions at any time during a financial year, and must do so in writing using or such form or application as advised by BIG W.</p> <p>B.6 Additional superannuation and relationship with wages</p> <p>B.6.1 Any amount paid by BIG W on behalf of the team member under clause B3 or B4 is deemed to be paid in satisfaction of BIG W obligation to pay the team member's wages set out in the Agreement.</p> <p>B.6.2 It will not be a breach of this Agreement if the actual wages paid to the team member fall below the rates set by this Agreement solely because of the</p>	<p>Agreement provides employee with option to salary sacrifice superannuation contributions.</p>
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		<p>payment of additional superannuation contributions under this clause on a pre-tax basis. Where a team member elects to salary sacrifice; overtime rates, loadings, termination payments and superannuation contributions made by BIG W on the team member's behalf will be based on the team member's pre-salary sacrifice wage.</p> <p>B.7 Entitlement to Woolworths Super - Savings</p> <p>B.7.1 Where a Team Member is a member of both REST and Woolworths Super, BIG W will maintain the current 3% contribution to REST with the balance of the contribution required to ensure BIG W meets its superannuation guarantee charge obligations being made into Woolworths Super. Existing members of Woolworths Super with contribution levels as at 1/4/1997 exceeding the above rates will have their contribution rates capped at that level for all future contributions.</p>	
<p>Payment of wages</p>	<p>[23.1] Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight, or may be averaged over a period of a fortnight.</p> <p>[23.2] All wages shall be paid on a regular pay day. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks' written notice to the employee of such change.</p> <p>[23.3] An enterprise which prior to the 1st January 2010, paid particular classifications of its employees on a monthly pay cycle may continue to pay these particular classifications of employees on a monthly pay cycle. However no employee classified at level 3 or below under this Award may be paid on a monthly pay cycle and must be paid either weekly or fortnightly.</p> <p>[23.4] Payment on termination of employment</p>	<p>4.5.1 Wages for the week (Monday to Sunday) will be paid on the same day of each week by electronic funds transfer, within 3 days of the end of each pay period. BIG W will only change the pay day if there is a public holiday that impacts bank trading. BIG W will then give team members at least 4 weeks' written notice specifying the changed pay day, which will be as close to the normal pay day as possible.</p> <p>4.5.2 Wages will be paid according to the actual hours worked each week, less applicable tax. In the case of full-time team members who work a 6/4 roster (6 days in one week, 4 days in the next) or an RDO roster, wages will be averaged for the 4-week cycle.</p> <p>4.5.3 Where employment has ended and pay is owed to a team member on termination, such payment will be made on the next pay day or within 7 days of the date of termination.</p>	

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	<p>(a) The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:</p> <p>(i) the employee's wages under this award for any complete or incomplete pay period up to the end of the day of termination; and</p> <p>(ii) all other amounts that are due to the employee under this award and the NES.</p> <p>(b) The requirement to pay wages and other amounts under paragraph (a) is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.</p> <p>Note 1: Section 117(2) of the Act provides that an employer must not terminate an employee's employment unless the employer has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.</p> <p>Note 2: Paragraph (b) allows the Commission to make an order delaying the requirement to make a payment under this clause. For example, the Commission could make an order delaying the requirement to pay redundancy pay if an employer makes an application under s.120 of the Act for the Commission to reduce the amount of redundancy pay an employee is entitled to under the NES.</p> <p>Note 3: State and Territory long service leave laws or long service leave entitlements under s.113 of the Act, may require an employer to pay an employee for accrued long service leave on the day on which the employee's employment terminates or shortly after.</p>		
Supported wage	[cl 24] Supported wage arrangements for employees with a disability are contained in Schedule C of this award.	4.4.1 Supported wages: Supported wage arrangements for applicable team members are set out in Appendix F of this Agreement. Appendix F - Supported wages	

		<p>F.1 Introduction</p> <p>F.1.1 This appendix defines the conditions which will apply to team members who, because of the effects of a disability, are eligible for a supported wage under the terms of the <i>General Retail Industry Award</i> and this Agreement.</p> <p>F.1.2 In this appendix: approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an team member is engaged supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the team member's productive capacity and agreed wage rate</p> <p>F.2 Eligibility criteria</p> <p>F.2.1 Team members covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the team member is engaged</p>	
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		<p>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.</p> <p>F.2.2 This appendix does not apply to any existing team member who has a claim against BIG W which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of team members who are injured in the course of their employment.</p> <p>F.3 Supported wage rates</p> <p>F.3.1 Team members to whom this appendix applies will be paid the applicable percentage of the relevant wage rate according to the following table:</p> <table border="1" data-bbox="1077 635 1594 1007"> <thead> <tr> <th>Assessed capacity %</th> <th>Relevant wage %</th> </tr> </thead> <tbody> <tr><td>10</td><td>10</td></tr> <tr><td>20</td><td>20</td></tr> <tr><td>30</td><td>30</td></tr> <tr><td>40</td><td>40</td></tr> <tr><td>50</td><td>50</td></tr> <tr><td>60</td><td>60</td></tr> <tr><td>70</td><td>70</td></tr> <tr><td>80</td><td>80</td></tr> <tr><td>90</td><td>90</td></tr> </tbody> </table> <p>F.3.2 Provided that the minimum amount payable must be not less than \$86 per week, or such other minimum amount as specified in the General Retail Industry Award.</p> <p>F.3.3 Where a team member's assessed capacity is 10%, they must receive a high degree of assistance and support.</p> <p>F.4 Assessment of capacity</p>	Assessed capacity %	Relevant wage %	10	10	20	20	30	30	40	40	50	50	60	60	70	70	80	80	90	90	
Assessed capacity %	Relevant wage %																						
10	10																						
20	20																						
30	30																						
40	40																						
50	50																						
60	60																						
70	70																						
80	80																						
90	90																						

		<p>F.4.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the team member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted BIG W and team member and, if the team member so desires, a trade union which the team member is eligible to join.</p> <p>F.4.2 All assessments made under this appendix must be documented in an SWS wage assessment agreement and retained by BIG W as a time and wages record in accordance with the Act.</p> <p>F.5 Lodgement of SWS wage assessment agreement</p> <p>F.5.1 All SWS wage assessment agreements under the conditions of this appendix, including the appropriate percentage of the relevant minimum wage to be paid to the team member, must be lodged by the BIG W (or its agent) with the Fair Work Commission.</p> <p>F.5.2 All SWS wage assessment agreements must be agreed and signed by the team member (and their parent or guardian, if required) and BIG W as parties to the assessment. Where a trade union is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the trade union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.</p> <p>F.6 Review of assessment</p> <p>F.6.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.</p> <p>F.7 Other terms and conditions of employment</p>	
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		<p>F.7.1 Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Team members covered by the provisions of this appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.</p> <p>F.8 Workplace adjustment</p> <p>F.8.1 If BIG W employs team members under the conditions in this appendix, BIG W will take reasonable steps to make and required changes in the workplace to enhance the team member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other team members in the area.</p> <p>F.9 Trial period</p> <p>F.9.1 In order for an adequate assessment of the team member's capacity to be made, BIG W may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.</p> <p>F.9.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.</p> <p>F.9.3 The minimum amount payable to the team member during the trial period must be no less than \$86 per week.</p> <p>F.9.4 Work trials should include induction or training as appropriate to the job being trialled.</p> <p>F.9.5 Where BIG W and team member wish to establish a continuing employment relationship following the completion of the trial period, a further</p>	
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		contract of employment will be entered into based on the outcome of assessment under clause 4.	
National training wage	<p>[cl 25.1] Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.</p> <p>[cl 25.2] This award incorporates the terms of Schedule E to the Miscellaneous Award 2010 as at 1 July 2018. Provided that any reference to "this award" in Schedule E to the Miscellaneous Award 2010 is to be read as referring to the General Retail Industry Award 2010 and not the Miscellaneous Award 2010.</p>	No equivalent provision.	
Hours of work/ordinary hours	<p>[cl 27.1] This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation.</p> <p>[cl 27.2] (a) Except as provided in clause 27.2(b), ordinary hours may be worked, within the following spread of hours: Monday to Friday, inclusive 7am – 9pm Saturday 7am – 6pm Sunday 9am – 6pm</p> <p>(b) Provided that: (i) the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am; (ii) the finishing time for ordinary hours for video shops may be until 12 midnight; and (iii) in the case of retailers whose trading hours extend beyond 9.00 pm Monday to Friday or 6.00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11.00 pm.</p> <p>(c) Hours of work on any day will be continuous, except for rest pauses and meal breaks.</p>	<p>6.1.1 The ordinary hours of work for all team members may be worked within the following span of hours: Monday to Friday 7:00 am to 11:00 pm Saturday 7:00 am to 11:00 pm Sunday 9:00 am to 11:00 pm</p> <p>6.1.2 Hours worked outside the span of hours in clause 6.1.1 may be treated as part of the team member's ordinary time, by agreement between BIG W and a team member, provided that: (a) The team member receives the applicable penalty rates set out in the penalty rates tables in clauses 6.2, which are equivalent to the appropriate overtime rate; and (b) BIG W or the team member may withdraw their agreement to this arrangement by giving at least 28 days written notice.</p> <p>6.1.3 The hourly rates of pay (including penalty rates) that will apply for each hour of work performed are set out in clause 6.2.</p> <p>8.2, 8.3, 8.6</p>	

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		Maximum number of engagements per day 1	
Maximum ordinary hours on a day	[cl 27.3(a)] An employee may be rostered to work up to a maximum of nine ordinary hours on any day, and 11 hours once a week.	8.2, 8.3, 8.6 Maximum number of hours per day 9 hours (with up to 11 hours on one day each week)	
38 hour week rosters	<p>[cl 28.1] A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms or by agreement over a longer period:</p> <p>(a) 38 hours in one week; (b) 76 hours in two consecutive weeks; (c) 114 hours in three consecutive weeks; or (d) 152 hours in four consecutive weeks.</p> <p>[cl 28.2] The 38 hour week may be worked in any one of the following methods:</p> <p>(a) shorter days, that is 7.6 hours; (b) a shorter day or days each working week; (c) a shorter fortnight, i.e. four hours off in addition to the rostered day off; (d) a fixed day off in a four week cycle; (e) a rotating day off in a four week cycle; (f) an accumulating day off in a four week cycle, with a maximum of five days being accumulated in five cycles.</p> <p>[cl 28.3] In each shop, an assessment will be made as to which method best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. An assessment may be initiated by either the employer or employees not more than once a year.</p> <p>[cl 28.4] Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the shop or establishment concerned.</p> <p>[cl 28.5] In retail establishments employing on a regular basis 15 or more employees per week, unless</p>	<p>8.2.1 A full time team member will be rostered for an average of 38 hours per week, worked in any of the following forms (or over a longer averaging period by agreement between BIG W and the team member):</p> <p>(a) 38 hours in 1 week; (b) 76 hours in 2 consecutive weeks; (c) 114 hours in 3 consecutive weeks; or (d) 152 hours in 4 consecutive weeks.</p> <p>8.2.3 All rosters for full time team members will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle unless specific agreement exists between BIG W and the team member to work a 20-day standard roster. Where a full time team member is working a 20-day roster, such roster will include either:</p> <p>(a) one shorter day a fortnight (less than 4 hours on one day); (b) one shorter day a week (less than 6 hours on one day); or (c) a slightly shorter day every day (7.6 hour day on every day rostered).</p> <p>8.2.4 A 19-day standard roster should not be unnecessarily different to an alternative 20-day roster.</p> <p>8.2.5 Any team member working a 20-day standard roster can elect at any time to convert to a 19-day roster by giving BIG W 4 weeks' notice.</p> <p>8.2.6 A team member can request in writing and the employer can agree to vary arrangements for consecutive days off and the number of rostered days off, which are to be recorded in time and wages records. It can not be made a condition of employment</p>	

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	<p>specific agreement exists to the contrary between an employer and an employee, the employee will not be required to work ordinary hours on more than 19 days in each four week cycle.</p> <p>[cl 28.6] Where specific agreement exists between an employer and employee, the employee may be worked on the basis of:</p> <p>(a) not more than 4 hours' work on one day in each two-week cycle;</p> <p>(b) not more than 6 hours' work on one day in each week;</p> <p>(c) not more than 7.6 hours' work on any day.</p>	<p>that the employee make such a request. The team member can terminate such agreement by giving 4 weeks written notice to BIG W.</p>	
Substitute rostered days off (RDOs)	<p>[cl 28.7] Substitute rostered days off (RDOs)</p> <p>(a) An employer, with the agreement of the majority of employees concerned, may substitute the day or half day an employee is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.</p> <p>(b) By agreement between an employer and an employee, another day may be substituted for the day that employee is to be rostered off.</p>	<p>8.2.6 A team member can request in writing and the employer can agree to vary arrangements for consecutive days off and the number of rostered days off, which are to be recorded in time and wages records. It can not be made a condition of employment that the employee make such a request. The team member can terminate such agreement by giving 4 weeks written notice to BIG W.</p>	
Accumulation of RDOs	<p>[cl 28.8] Accumulation of RDOs</p> <p>By agreement between the employer and an employee, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to the employer and the employee.</p>	<p>No equivalent provision</p>	
Roster period	<p>[cl 28.9] A roster period cannot exceed four weeks.</p>	<p>8.2.1 A full time team member will be rostered for an average of 38 hours per week, worked in any of the following forms (or over a longer averaging period by agreement between BIG W and the team member):</p> <p>(a) 38 hours in 1 week;</p> <p>(b) 76 hours in 2 consecutive weeks;</p> <p>(c) 114 hours in 3 consecutive weeks; or</p> <p>(d) 152 hours in 4 consecutive weeks.</p> <p>8.3.1 A standard roster for a part time team member must meet the following principles:</p>	<p>Both GRIA and Agreement provide that a longer average roster period may be agreed between full time employees and the employer.</p>

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		Maximum number of hours in a 4-week roster cycle	144 hours	
		Maximum days in a 4-week roster cycle	20 days	
Consecutive Days of Work	[cl 28.10] Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.	8.2.2, 8.3.1 Maximum number of days each week 5 days (or 6 days in one week, if no more than 4 days the next week) 8.6.1 Up to 5 days (or 6 days in one week by mutual agreement, provided that a casual team member will not work more than 20 starts in one 4 week cycle)		
Consecutive Days Off	[cl 28.11] (a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period. (b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request. (c) An employee can terminate the agreement by giving four weeks' notice to the employer.	8.2.2, 8.3.1 Consecutive days off 2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative options may apply subject to clause 8.2.6) At least once each fortnight: The 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon (or alternative options may apply subject to clause 8.2.6). options may apply subject to clause 8.2.6). 8.2.6 A team member can request in writing and the employer can agree to vary arrangements for consecutive days off and the number of rostered days off, which are to be recorded in time and wages records. It can not be made a condition of employment that the employee make such a request. The team member can terminate such agreement by giving 4 weeks written notice to BIG W.		
Ordinary Hours of Work	[cl 28.12] Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.	8.2.2, 8.3.1, 8.6.1 Maximum number of consecutive days worked 6 days		
Weekend Work – Employees regularly working Sundays	[cl 28.13] Employees regularly working Sundays (a) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday. (b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be	8.2.2, 8.3.1 A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (or alternative options may apply subject to clause 8.2.6). 8.2.6 A team member can request in writing and the employer can agree to vary arrangements for consecutive days off and the number of rostered days off, which are to be recorded in time and wages		

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	<p>made a condition of employment that an employee make such a request. (c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p>	<p>records. It can not be made a condition of employment that the employee make such a request. The team member can terminate such agreement by giving 4 weeks written notice to BIG W.</p>	
<p>Notification of Rosters</p>	<p>[cl 28.14] (a) The employer will exhibit staff rosters on a notice board, which will show for each employee: (i) the number of ordinary hours to be worked each week; (ii) the days of the week on which work is to be performed; and (iii) the commencing and ceasing time of work for each day of the week. (b) The employer will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person. (c) Due to unexpected operational requirements, an employee's roster for a given day may be changed by mutual agreement with the employee prior to the employee arriving for work. (d) Any permanent roster change will be provided to the employee in writing with a minimum seven days notice. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter in accordance with clause 9—Dispute resolution, of this award. (e) Where an employee's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the employee because of the change of roster will be paid at the overtime rate of pay. (f) An employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances</p>	<p>8.1.2 BIG W will display the roster for each team member for each day of the week, and will retain copies of rosters for at least 12 months, and this can be done in hard copy or electronically. .8.3 BIG W will give the team member at least 7 days' notice of a roster change, however by agreement between a team member and BIG W, a roster may be changed on less than 7 days' notice. 8.8.1 At times BIG W will need to make changes to standard rosters. When contemplating such roster changes, BIG W will be mindful of the team member's needs, including family and/or caring responsibilities, secondary and tertiary study commitments, religious observance, safe transport home, and any genuine organised sporting commitments which the team member is actively competing in. No equivalent provision .8.2 BIG W will not frequently change a team member's standard roster. 8.8.4 BIG W will consult with a team member about a proposed standard roster change by providing the impacted team member with information about the proposed change and inviting the team member to provide their views on the impact of the proposed change. BIG W's consultation obligations are set out in clause 8.9. 8.8.5 If a team member disagrees with a proposed roster change, they will be given at least 14 days' notice instead of 7 days, and during that time there will be discussions between the team member and BIG W aimed at resolving the dispute about the roster change in accordance with the dispute resolution procedure in</p>	<p>Agreement provides much broader consideration of matters affecting an employee when the employer is contemplating roster changes including family and/or caring responsibilities, secondary and tertiary study commitments, religious observance, safe transport home, and any genuine organised sporting commitments.</p>

		<p>clause 20. In the meantime, the team member's roster remains unchanged until the dispute is resolved.</p> <p>8.8.6 Standard rosters will not be changed for the purpose of avoiding any entitlements under this Agreement. Where an individual team member's roster is changed for the purpose of avoiding entitlements under this Agreement, the team member will be entitled to the applicable entitlement as though the roster had not been changed.</p> <p>8.8.7 Any team member who is eligible to do so may make a request for flexible working arrangements as provided for in the NES.</p>	<p>The Agreement provides that no change to a roster can be made when in dispute until the dispute is resolved.</p>
<p>Overtime</p>	<p>[cl 29.1] Reasonable overtime (a) Subject to clause 29.1(b) an employer may require an employee to work reasonable overtime at overtime rates in accordance with the provisions of this clause. (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to: (i) any risk to employee health and safety; (ii) the employee's personal circumstances including any family responsibilities; (iii) the needs of the workplace or enterprise; (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and (v) any other relevant matter.</p> <p>[cl 29.2] (a) Hours worked in excess of the ordinary hours of work, outside the span of hours (excluding shiftwork), or roster conditions prescribed in clauses 27 and 28 are to be paid at time and a half for the first three hours and double time thereafter. (b) Hours worked by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3 will be paid at time and a half for the first three hours and double time thereafter.</p>	<p>9.1.1 BIG W can require a team member to work reasonable overtime at overtime rates in accordance with this clause.</p> <p>9.1.2 A team member can refuse to work overtime where the working of overtime would be unreasonable having regard to: (a) The team member's health and safety, (b) The team member's personal circumstances including any family responsibilities, (c) The needs of the workplace, (d) Whether the team member is entitled to receive overtime payments, penalty rates or other compensation for working additional hours (e) The nature of the team member's role, and the employees level of responsibility; (f) The amount of notice given by BIG W in relation to working overtime and the amount of notice given by the team member of their intention to refuse overtime, and (g) Any other relevant matter.</p> <p>9.2.1 Full time team members will be paid overtime rates for all hours worked outside of the rostering principles in clause 8.2, including for all hours worked: (a) In excess of 152 hours per 4-week cycle in accordance with the roster provisions of this Agreement.</p>	

	<p>(c) Hours worked by casual employees: (i) in excess of 38 ordinary hours per week or, where the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle; (ii) outside of the span of ordinary hours for each day specified in clause 27.2; (iii) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week; shall be paid at 175% of the ordinary hourly rate of pay for the first three hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading).</p> <p>(d) The rate of overtime for full-time and part-time employees on a Sunday is double time, and on a public holiday is double time and a half.</p>	<p>(b) In excess of 19 days per 4-week cycle (for team members on a 19-start roster) or 20 days per 4-week cycle (for team members on a 20-start roster). (c) In excess of 9 hours in one day, unless the day is their permitted 11-hour day for the week. (d) In excess of 48 hours in any one week; and (e) Outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2.</p> <p>9.2.2 Clause 7.3 applies to hours worked without a 12-hour break between completion of work on one day and commencement of work on the next day.</p> <p>9.3.1 Part time team members will be paid overtime for all hours worked outside of the rostering principles in clause 8.3, including for all hours worked: (a) In excess of 144 hours per 4-week cycle in accordance with the roster provisions of this Agreement. (b) In excess of 9 hours in one day unless the day is their permitted 11-hour day for the week. (c) In excess of 38 hours in any one week; and (d) Outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2; and (e) In excess of a team member's contract hours except as provided for in clause 8.4.</p> <p>9.4.1 Casual team members will be paid overtime for all hours worked outside of the rostering principles in clause 9.6, including for all hours worked: (a) in excess of 38 ordinary hours per week or, where the casual team member works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle; and (b) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week; and (c) Outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2.</p> <p>9.5.1 Overtime is calculated on a daily basis. Overtime rates are as follows:</p>	
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	<p>pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 29.2(a) will apply for overtime that has been worked.</p> <p>Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).</p> <p>(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 29.2(a) applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.3.</p>	<p>9.7.4 The team member can request, at any time after reaching an agreement to take TOIL, to be paid the TOIL instead.</p> <p>9.7.5 If a team member has a TOIL balance at the time of the end of their employment with BIG W, the TOIL must be paid to the team member as part of their termination payments.</p> <p>9.7.6 Each period of overtime worked will "stand alone" and the team member can opt to take the overtime payment or TOIL on each separate occasion as they so choose, provided the choice is promptly communicated to BIG W in writing.</p>	
<p>Penalty payments – Evening work Monday – Friday</p>	<p>[29.4] (a) A penalty payment of an additional 25% loading will apply for ordinary hours worked by a full-time or part-time employee after 6.00 pm</p>	<p>6.2 Monday to Friday 7:00am to 6:00pm Base rate 6:00pm to 11:00pm Base rate + 25%</p>	<p>Penalty rate in Agreement is equivalent to GRIA but base rates are higher than GRIA over the life of the Agreement.</p>

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<p>Penalty payments - Evening work Monday to Friday—casual employee</p>	<p>[29.4] (b) (i) From 1 November 2018 to 30 September 2019 A penalty payment of an additional 30% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading). (ii) From 1 October 2019 to 29 February 2020 A penalty payment of an additional 35% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading). (iii) From 1 March 2020 to 30 September 2020 A penalty payment of an additional 40% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading). (iv) From 1 October 2020 to 28 February 2021 A penalty payment of an additional 45% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading). (v) From 1 March 2021 A penalty payment of an additional 50% loading will apply for ordinary hours worked by a casual employee after 6.00 pm (inclusive of the casual loading).</p>	<p>6.2 Base rate +25% From commencement: Base rate +30% From first full pay period on or after 1 October 2019: Base rate + 35% From first full pay period on or after 1 March 2020: Base rate +40% From first full pay period on or after 1 October 2020: Base rate + 45% From first full pay period on or after 1 March 2021: Base rate +50%</p>	<p>Penalty rate in Agreement is equivalent to GRIA but base rates are higher than GRIA over the life of the Agreement.</p>
<p>Penalty payments – Saturday work—full-time or part-time employee</p>	<p>[29.4] (c) Saturday work—full-time or part-time employee A penalty payment of an additional 25% loading will apply for ordinary hours worked by a full-time or part-time employee on a Saturday.</p>	<p>6.2 Saturday 7:00am to 11:00pm Base rate + 25%</p>	<p>Penalty rate in Agreement is equivalent to GRIA but base rates are higher than GRIA over the life of the Agreement.</p>
<p>Penalty payments – Saturday work—casual employee</p>	<p>[29.4] (d) (i) From 1 November 2018 to 30 September 2019 A penalty payment of an additional 40% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading). (ii) From 1 October 2019 to 29 February 2020</p>	<p>6.2 Saturday 7:00am to 11:00pm From commencement: Base rate +40% From first full pay period on or after 1 October 2019: Base rate + 45%</p>	<p>Penalty rate in Agreement is equivalent to GRIA but base rates are higher than GRIA over the life of the Agreement.</p>

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	<p>A penalty payment of an additional 45% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).</p> <p>(iii) From 1 March 2020</p> <p>A penalty payment of an additional 50% loading will apply for ordinary hours worked by a casual employee on a Saturday (inclusive of the casual loading).</p>	<p>From first full pay period on or after 1 March 2020: Base rate +50%</p>	
<p>Penalty payments - Sunday (all employees)</p>	<p>1cl 29.4] (e) Sunday work</p> <p>(i) From 1 July 2017 to 30 June 2018</p> <p>A penalty payment of an additional 95% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 95% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> <p>(ii) From 1 July 2018 to 30 June 2019</p> <p>A penalty payment of an additional 80% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 85% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> <p>(iii) From 1 July 2019 to 30 June 2020</p> <p>A penalty payment of an additional 65% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).</p> <p>(iv) From 1 July 2020</p> <p>A penalty payment of an additional 50% loading will apply for all hours worked by a full-time or part-time</p>	<p>6.2 Sunday Midnight to 9.00am Base rate + 100% Base rate + 125% (casual)</p> <p>9:00am to 11:00pm From 1 July 2018 to 30 June 2019: Base rate + 80% Casual: Base rate + 85%</p> <p>From 1 July 2019 to 30 June 2020: Base rate + 65% Casual Base rate + 75%</p> <p>From 1 July 2020: Base rate + 50% Casual Base rate +75%</p> <p>11:00pm to midnight Base rate + 100% Casual Base rate + 125%</p> <p>6.3.1 Sunday penalty rates in this Agreement will move in line with the General Retail Industry Award. If the same Sunday penalty rates in the General Retail Industry Award are increased or decreased, the corresponding increase or decrease will apply to the Sunday penalty rates in this Agreement from the first full pay period after that Award is amended by the FWC.</p>	<p>Penalty rate in Agreement is equivalent to GRIA and will mirror GRIA over the life of the Agreement. Base rates remain higher than GRIA.</p>

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	employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).		
Public holidays	<p>[29.4] (f)</p> <p>(i) Work on a public holiday must be compensated by payment of an additional 125% loading for all hours worked by a full-time or part-time employee. A penalty payment of an additional 150% loading will apply for all hours worked by a casual employee (inclusive of the casual loading).</p> <p>(ii) Provided that by mutual agreement of the employee and the employer, the employee (other than a casual) may be compensated for a particular public holiday by either:</p> <p>(A) An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or</p> <p>(B) An additional day or equivalent time as annual leave.</p> <p>(iii) The employee and employer are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday.</p> <p>(iv) If no agreement can be reached on the method of compensation, the default arrangement shall be as per clause 29.4(f)(i).</p>	<p>17.2.1 The following penalty rates apply for hours worked on public holidays:</p> <p>Team member Public holiday pay rate Full time and part time members Base rate + 125% Casual team members Base rate + 150%</p> <p>Base 17.3 Time off in lieu (TOIL)</p> <p>17.3.1 By mutual agreement between BIG W and a part time or full time team member, instead of receiving penalty rates for working on a public holiday, the team member can be compensated for working a particular public holiday by either:</p> <p>(a) An equivalent day or equivalent time off in lieu without loss of pay. The time off must be taken within 4 weeks of the public holiday occurring or it will be paid out; or</p> <p>(b) An additional day or equivalent time added to their annual leave balance.</p> <p>17.3.2 The team member and BIG W are entitled to agree a new choice of payment or time off by agreement on each occasion work is performed on a public holiday. If no agreement can be reached on the method of compensation, the default arrangement shall be the payment of public holiday penalty rates.</p>	Penalty rate in Agreement is equivalent to GRIA but base rates are higher than GRIA over the life of the Agreement.
Shiftwork	<p>[30.] Shiftwork</p> <p>[30.1] Application of clause</p> <p>(a) This clause will apply only to persons specifically employed as shiftworkers under this award.</p>	No equivalent provision	

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	<p>(b) This clause does not apply to an employee who is employed as a non shiftworker and who does additional hours or overtime.</p> <p>[30.2] Shiftwork definition—other than Baking production employees</p> <p>(a) For the purposes of this clause shiftwork means a shift starting at or after 6.00 pm on one day and before 5.00 am on the following day.</p> <p>(b) Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in this award.</p> <p>(c) All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.</p> <p>30.3 Rate of pay for shiftwork</p> <p>(a) Any shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(b) Any shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(c) Shiftwork performed on a Sunday</p> <p>(i) From 1 November 2018 to 30 June 2019</p> <p>Any shiftwork performed on a Sunday will be paid at the rate of 195% (220% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(ii) From 1 July 2019 to 30 June 2020</p> <p>Any shiftwork performed on a Sunday will be paid at the rate of 190% (215% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p>		
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	<p>(iii) From 1 July 2020</p> <p>Any shiftwork performed on a Sunday will be paid at the rate of 175% (200% for casuals, inclusive of the casual loading) of the ordinary time rate of pay.</p> <p>(d) Where an employee elects to work on a public holiday shift then the provisions set out in clause 29.4(f) will apply for all hours of the shift.</p> <p>(e) For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if the employee elects not to work on a public holiday shift such employee will be entitled to be absent without loss of pay.</p> <p>(f) Provided that in any shop where it is mutually agreed between an employer and the majority of employees engaged under the provisions of this clause another shift may be substituted for the shift which commences on the holiday as the holiday shift and in such instance the provisions of clause 29.4(f) relating to such holiday will apply only to the day so substituted.</p> <p>30.4 Baking production employees – Early morning shifts</p> <p>(a) A baking production employee who commences a shift at or after 2:00 am and before 6:00 am will be entitled to an early morning shift allowance of 12.5% (37.5% for casuals, inclusive of the casual loading) for the shift.</p> <p>(b) A baking production employee who commences a shift prior to 2:00 am will be entitled to a night shift allowance of 30% (55% for casuals, inclusive of the casual loading) for the shift.</p> <p>(c) The rates of pay for Saturday, Sunday and public holidays will be the same as for other shiftworkers.</p>		
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	<p>(d) These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and nine hours per day.</p> <p>30.5 Rest breaks and meal breaks</p> <p>Notwithstanding the provision of clause 31.1(a) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.</p> <p>30.6 General operation of the award</p> <p>Unless specifically modified by or contrary to the operation of this clause all provisions of this award apply to shiftworkers.</p> <p>30.7 Rosters</p> <p>[29.6 renumbered as 29.7 by PR994820 ppc 19Mar10]</p> <p>(a) Shiftwork rosters cannot be varied so as to avoid the provision of the public holiday entitlements of shiftworkers.</p> <p>(b) Rosters of shiftworkers cannot be arranged so as to have the shiftworker work both shiftwork and non shiftwork in the same week.</p>											
Breaks	<p>[cl 31.1(a)]</p> <p>Work less than 4 hours – no rest break; no meal break.</p> <p>Work 4 hours or more but no more than 5 hours – one 10 minute rest break; no meal break.</p> <p>Work more than 5 hours but less than 7 hours – One 10 minute rest break; one meal break of at least 30 minutes but not more than 60 minutes.</p> <p>Work 7 hours or more but less than 10 hours – Two 10 minute rest breaks, with one taken in the first half of</p>	<p>7.1 Meal and rest breaks</p> <table border="1" data-bbox="1077 1062 1691 1315"> <thead> <tr> <th data-bbox="1077 1062 1323 1166">Hours worked (exclusive of unpaid meal breaks)</th> <th data-bbox="1323 1062 1447 1166">Paid rest break</th> <th data-bbox="1447 1062 1691 1166">Unpaid meal break</th> </tr> </thead> <tbody> <tr> <td data-bbox="1077 1166 1323 1241">Less than 4 hours</td> <td data-bbox="1323 1166 1447 1241">No rest break</td> <td data-bbox="1447 1166 1691 1241">No meal break</td> </tr> <tr> <td data-bbox="1077 1241 1323 1315">4 hours and up to 5 hours</td> <td data-bbox="1323 1241 1447 1315">1 x 15 minutes</td> <td data-bbox="1447 1241 1691 1315">No meal break</td> </tr> </tbody> </table>	Hours worked (exclusive of unpaid meal breaks)	Paid rest break	Unpaid meal break	Less than 4 hours	No rest break	No meal break	4 hours and up to 5 hours	1 x 15 minutes	No meal break	<p>Agreement provides 15-minute paid rest breaks.</p>
Hours worked (exclusive of unpaid meal breaks)	Paid rest break	Unpaid meal break										
Less than 4 hours	No rest break	No meal break										
4 hours and up to 5 hours	1 x 15 minutes	No meal break										

<p>the work hours and the second taken in the second half of the work hours.</p> <p>(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.</p> <p>(c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. An employee cannot be required to take a rest break(s) combined with a meal break.</p> <p>(d) No employee can work more than 5 hours without a meal break.</p> <p>(e) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.</p> <p>(f) Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.</p> <p>(g) The award flexibility clause can be utilised to permit variations to this clause by agreement between the employer and employees.</p>	<p>More than 5 hours</p>	<p>1 x 15 minutes</p>	<p>1 x 45-60 minutes (30 minutes by agreement)</p>	<p>Agreement provides clarification that toilet and drink breaks (water) can be taken independently of rest breaks.</p>
	<p>7 hours and up to 10 hours</p>	<p>2 x 15 minutes</p>	<p>1 x 45-60 minutes (30 minutes by agreement)</p>	
	<p>More than 10 hours</p>	<p>2 x 15 minutes</p>	<p>2 x 45-60 minutes (30 minutes by agreement)</p>	
	<p>7.2 Principles around breaks</p> <p>7.2.1 No team member shall work more than 5 continuous hours without a meal break (unless taking an early mark under clause 7.2.7).</p> <p>7.2.2 Unless mutually agreed no breaks shall be given or taken within 1 hour of the team member's commencing or ceasing time, or within 1 hour of a team members meal break.</p> <p>7.2.3 A rest break will be counted and paid as time worked. The specified duration of the break includes any walking time to and from the place where the team member will take their break.</p> <p>7.2.4 A team member whose shift has a majority of ordinary hours after 10:00pm but before 6:00am will be entitled to a paid crib break of 30 minutes duration when working more than 5 hours. This is instead of an unpaid meal break.</p> <p>7.2.5 A full time, part time or casual team member will not be required to work on a register for more than 8 hours on any one shift.</p> <p>7.2.6 Team members can take a toilet break or have a drink of water regardless of an entitlement to a rest break, subject to advising their supervisor and it not impacting on customer service. Team members</p>			

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		<p>working in serviced areas may keep bottled water with them, subject to any food safety requirements.</p> <p>7.2.7 At the request of a team member, and by agreement with BIG W, a team member who is rostered to work a shift, which is more than 5 hours and up to 6 hours, may request to take their unpaid meal break immediately prior to the end of their shift. If this request is approved, the team member will not be required to stay at or return to the workplace at the end of their break (effectively, the team member can use the break as an "early mark")</p>	<p>Agreement provides flexibility for employee, by agreement to schedule their 'early mark' unpaid break at the end of a rostered shift.</p>
Break between work periods	<p>[cl 31.2] Breaks between work periods</p> <p>(a) All employees will be granted a 12 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.</p> <p>(b) Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.</p> <p>(c) By agreement between an employer and an employee or employees the period of 12 hours may be reduced to not less than 10 hours.</p>	<p>7.3.1 All team members will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.</p> <p>7.3.2 Where a team member recommences work without having had 12 hours off work then the team member will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.</p> <p>7.3.3 By agreement between BIG W and a team member or team members the period of 12 hours may be reduced to not less than 10 hours. "By agreement" will include where a team member has accepted a standard roster that includes 10-hour breaks between work periods.</p> <p>9.2.2, 9.3.2, 9.4.2 Clause 7.3 applies to hours worked without a 12-hour break between completion of work on one day and commencement of work on the next day.</p>	
Requests for flexible working arrangements	<p>[cl 31A] Requests for flexible working arrangements</p> <p>[cl 31A.1] Employee may request change in working arrangements</p>	<p>8.8.7 Any team member who is eligible to do so may make a request for flexible working arrangements as provided for in the NES.</p> <p>8.10 Request for Flexible Working Arrangements</p>	

	<p>Clause 31A applies where an employee has made a request for a change in working arrangements under s.65 of the Act.</p> <p>Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).</p> <p>Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).</p> <p>Note 3: Clause 31A is an addition to s.65.</p> <p>[cl 31A.2] Responding to the request Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to: (a) the needs of the employee arising from their circumstances; (b) the consequences for the employee if changes in working arrangements are not made; and (c) any reasonable business grounds for refusing the request.</p> <p>Note 1: The employer must give the employee a written response to an employee's s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).</p> <p>Note 2: If the employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).</p> <p>[cl 31A.3] What the written response must include if the employer refuses the request Clause 31A.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 31A.2.</p>	<p>8.10.1 Team Members can make a written request to BIG W to change their working arrangements due to the following circumstances: the team member is the parent, or has responsibility for the care, of a child who is of school age or younger; the team member is a carer; the team member has a disability; the team member is 55 or older; the team member is experiencing violence from a member of the team member's family; the team member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing violence from another member their family.</p> <p>8.10.2 A Team Member is not entitled to make the request unless: the team member as completed at least 12 months of continuous service with BIG W immediately before making the request; and if the Team Member is casual they have a reasonable expectation of continuing employment by BIG W on a regular and systematic basis.</p> <p>8.10.3 Before responding to a request, BIG W must discuss the request with the team member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the team member's circumstances having regard to: the needs of the team member arising from their circumstances; the consequences for the team member if changes in working arrangements is not made; and any reasonable business grounds for refusing the request.</p> <p>8.10.4 BIG W must provide the team member with a written response to the request within 21 days, stating whether the request is granted or refused.</p>	
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	<p>(a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.</p> <p>(b) If the employer and employee could not agree on a change in working arrangements under clause 31A.2, the written response under s.65(4) must:</p> <p>(i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and</p> <p>(ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.</p> <p>[cl 31A.4] What the written response must include if a different change in working arrangements is agreed If the employer and the employee reached an agreement under clause 31A.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.</p> <p>[cl 31A.5] Dispute resolution Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 31A, can be dealt with under clause 9—Dispute resolution.</p>	<p>8.10.5 If BIG W refuse the request, the written response must include details of the reasons for the refusal including the business grounds for the refusal and how the grounds apply.</p> <p>8.10.6 If BIG W and the team member reach an agreement under a change in working arrangements that differs from that initially requested by the team member, BIG W will provide the team member with a written response to their request setting out the agreed change(s) in working arrangements.</p> <p>8.10.7 If BIG W and the team member could not agree on a change in working arrangements in accordance with 8.10.2 the written response must: state whether or not there are any changes in working arrangements that BIG W can offer the team member to better accommodate their circumstances; and if BIG W can offer the team member such changes in working arrangements, set out those changes in working arrangements.</p> <p>8.10.8 BIG W may only refuse the request on reasonable business grounds which include the following: that the request would be too costly or likely to result in a significant loss in efficiency or productivity; that there is no capacity or it is impractical to change the working arrangements of other team members, or recruit new team members, to accommodate the request; that the request would be likely to have a significant negative impact on customer service.</p> <p>Appendix H - Definitions Carer for the purpose of clause 8.10, has the same meaning as the Carer recognition Act 2010; a carer is a team member who provides personal care, support and assistance to another individual who needs it because that other individual: (a) has a disability; or</p>	
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		(b) has a medical condition (including a terminal or chronic illness); or (c) has a mental illness; or (d) is frail and aged.	
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<p>Annual leave</p>	<p>[cl 32.1] Annual leave is provided for in the NES (see below).</p> <p>[cl 32.2] Definition of shiftworker For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p> <p>[cl 32.3] Annual leave loading (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17—Minimum weekly wages of this award. Annual leave loading is payable on leave accrued. (b) The loading will be as follows: (i) Day work Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both. (ii) Shiftwork Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p> <p>[cl 32.4] Annual leave in advance (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave. (b) An agreement must: (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian. Note: An example of the type of agreement required by clause 32.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p> <p>(c) The employer must keep a copy of any agreement under clause 32.4 as an employee record. (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave</p>	<p>11.1.1 Except as otherwise provided for in this Agreement, annual leave is provided for in the NES.</p> <p>No equivalent provision</p> <p>11.5.2 During a period of annual leave taken by a team member, the team member will receive annual leave loading calculated at 17.5% of their base rate of pay or the relevant weeknight and weekend penalty rates, whichever is greater but not both.</p> <p>No equivalent provision</p> <p>No equivalent provision</p>	
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<p>Personal/carer's leave/compassionate leave</p>	<p>[cl 33.1] Personal/carer's leave and compassionate leave are provided for in the NES (see below).</p> <p>[cl 33.2] Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.</p> <p>[cl 33.3] Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.</p> <p>NES Entitlements: [s 95] This applies to employees other than casual employees.</p> <p>[s 96] Entitlement to paid personal/carer's leave <i>Amount of leave</i> (1) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.</p> <p><i>Accrual of leave</i> (2) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service</p>	<p>12.1 Personal leave entitlement</p> <p>12.1.1 Full time and part time team members are entitled to take personal leave when they are unable to attend work on a day that they are rostered to work, due to a personal illness or injury.</p> <p>12.1.2 A full time team member is entitled to 10 days paid personal leave per year in accordance with the NES plus 1 additional paid day, 11 days per year in total. Part time team members are entitled to 11 paid days personal leave on a pro-rata basis depending on their ordinary hours of work. Casual team members are not entitled to paid personal leave.</p> <p>12.5 Unpaid Carer's leave</p> <p>12.5.1 Unpaid carer's leave can be taken when the team member's entitlement to paid personal leave (if any) has been exhausted. Unpaid carer's leave may be taken as a single, unbroken, period of up to 3 days, or 3 separate periods of 1 day each, or any separate periods totalling 2 days to which BIG W and the team member agree. The 3 days unpaid carer's leave may be taken per occasion. Unpaid carer's leave may be extended by agreement with BIG W.</p> <p>12.5.2 A team member must notify BIG W as soon as is reasonably practicable of their need to take carer's leave, providing the anticipated duration of leave and a satisfactory explanation for the need to take leave.</p> <p>12.5.3 Casual team members are entitled to unpaid carer's leave under this clause.</p> <p>12.1.2 Casual team members are not entitled to paid personal leave.</p> <p>12.1.2 A full time team member is entitled to 10 days paid personal leave per year in accordance with the</p>	<p>Agreement provides casual employees with maximum 3 day absence, compared with 48 hours under the GRIA/NES.</p> <p>Agreement provides 1 more additional day of personal/carer's leave than GRIA/NES.</p>
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	<p>according to the employee's ordinary hours of work, and accumulates from year to year.</p> <p>Is 97] Taking paid personal/carer's leave An employee 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.</p> <p>Note 1: The notice and evidence requirements of section 107 must be complied with. Note 2: If a female employee has an entitlement to paid personal/carer's leave, she may take that leave instead of taking unpaid special maternity leave under section 80.</p> <p>Is 98] Employee taken not to be on paid personal/carer's leave on public holiday If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.</p> <p>Is 99] Payment for paid personal/carer's leave If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.</p>	<p>NES plus 1 additional paid day, 11 days per year in total. Part time team members are entitled to 11 paid days personal leave on a pro-rata basis depending on their ordinary hours of work.</p> <p>12.1.3 Personal leave accrues progressively. Unused personal leave accumulates from year to year, but is not paid out on termination of employment, for any reason.</p> <p>12.2 Taking paid personal leave</p> <p>12.2.1 If a team member is unable to attend work due to a personal illness or injury, where practicable they should notify their Store Manager or relevant supervisor as soon as they can prior to the start of their shift. BIG W appreciates being given notice to enable the shift to be filled or other operational changes to be made. When notifying BIG W, the team member should advise the nature of the illness or injury (if it is reasonable to do so) and the estimated duration of the team member's absence.</p> <p>12.1.4 When paid personal leave is taken, team members will be paid their base rate of pay for the hours normally rostered to work. Penalty rates are not applied.</p> <p>12.1.5 A team member is not entitled to paid personal leave for any period in respect of which they are entitled to workers' compensation.</p> <p>12.1.6 Full time and part time team member are entitled to use 24 hours of their accrued personal leave entitlement per year to attend to personal matters including blood donor leave.</p> <p>12.4 Paid Carer's leave and 12.1.4</p>	
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	<p>[s 100] Paid personal/carer's leave must not be cashed out except in accordance with permitted cashing out terms Paid personal/carer's leave must not be cashed out, except in accordance with cashing out terms included in a modern award or enterprise agreement under section 101.</p> <p>[s 101] Modern awards and enterprise agreements may include terms relating to cashing out paid personal/carer's leave (1) A modern award or enterprise agreement may include terms providing for the cashing out of paid personal/carer's leave by an employee.</p> <p>(2) The terms must require that: (a) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and (b) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the employer and the employee; and (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</p> <p>Unpaid carers leave [s 102] Entitlement to unpaid carer's leave An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of: (a) a personal illness, or personal injury, affecting the member; or (b) an unexpected emergency affecting the member.</p> <p>[s 103] Taking unpaid carer's leave</p>	<p>12.4.1 Full time and part time team members may also use their accrued personal leave entitlements to take paid time off for the purpose of providing care and support for an immediate family member or a member of the team member's household who requires care or support because of personal illness, or injury of the person, or an unexpected emergency affecting the person.</p> <p>17.1.1 In this Agreement, public holiday has the same meaning as in the NES.</p> <p>17.1.6 If a team member is ABSENT on the public holiday Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster (without penalty rates or loadings)</p> <p>12.6 Leave entitlements exhausted</p> <p>12.6.1 In any year where a team member has exhausted their paid personal leave but requires time off due to an extended illness or to provide care in accordance with clause 12.5 above, the team member may choose to use any paid TOIL they have earned and/or accrued annual leave.</p>	
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	<p>(1) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in section 102.</p> <p>(2) An employee may take unpaid carer's leave for a particular permissible occasion as:</p> <p>(a) a single continuous period of up to 2 days; or</p> <p>(b) any separate periods to which the employee and his or her employer agree.</p> <p>(3) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.</p> <p>Compassionate leave [s 104] Entitlement to compassionate leave An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:</p> <p>(a) contracts or develops a personal illness that poses a serious threat to his or her life; or</p> <p>(b) sustains a personal injury that poses a serious threat to his or her life; or</p> <p>(c) dies.</p> <p>[s 105] Taking compassionate leave</p> <p>(1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:</p> <p>(a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104; or</p> <p>(b) after the death of the member of the employee's immediate family or household referred to in section 104.</p> <p>(2) An employee may take compassionate leave for a particular permissible occasion as:</p> <p>(a) a single continuous 2 day period; or</p> <p>(b) 2 separate periods of 1 day each; or</p> <p>(c) any separate periods to which the employee and his or her employer agree.</p>		<p>Agreement provides superior paid and unpaid entitlement to compassionate leave, including wider definition of employee's immediate family, compared with GRIA/NES.</p>
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	<p>(3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists. Note: The notice and evidence requirements of section 107 must be complied with.</p> <p>Is 106] Payment for compassionate leave (other than for casual employees) If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. Note: For casual employees, compassionate leave is unpaid leave.</p> <p>Is 107] Notice and evidence requirements <i>Notice</i> (1) An employee must give his or her employer notice of the taking of leave under this Division by the employee. (2) The notice: (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (b) must advise the employer of the period, or expected period, of the leave.</p> <p><i>Evidence</i> (3) An employee who has given his or her employer notice of the taking of leave under this Division must, if required by the employer, give the employer evidence that would satisfy a reasonable person that: (a) if it is paid personal/carer's leave--the leave is taken for a reason specified in section 97; or (b) if it is unpaid carer's leave--the leave is taken for a permissible occasion in circumstances specified in <u>subsection 103(1)</u>; or (c) if it is compassionate leave--the leave is taken for a permissible occasion in circumstances specified in <u>subsection 105(1)</u>.</p>	<p>13.1 Compassionate leave entitlement 13.1.1 Full time and part time team members are entitled to paid compassionate leave as follows:</p> <table border="1"> <thead> <tr> <th data-bbox="1077 379 1442 512">Where the absence is due to:</th> <th data-bbox="1442 379 1688 512">The maximum number of days of paid compassionate leave will be:</th> </tr> </thead> <tbody> <tr> <td data-bbox="1077 512 1442 671">The death of a team member's spouse, parent (including step parent, foster parent or guardian), child, brother or sister</td> <td data-bbox="1442 512 1688 671">5 days</td> </tr> <tr> <td data-bbox="1077 671 1442 943">The death of a team member's parent-in-law, brother or sister-in-law, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, de-facto parent-in-law, cousin, uncle, aunt, niece, nephew, or godparent.</td> <td data-bbox="1442 671 1688 943">3 days</td> </tr> <tr> <td data-bbox="1077 943 1442 1018">The death of a member of the team member's household.</td> <td data-bbox="1442 943 1688 1018">2 days</td> </tr> <tr> <td data-bbox="1077 1018 1442 1093">Attending the funeral of a significant other</td> <td data-bbox="1442 1018 1688 1093">1 day</td> </tr> <tr> <td data-bbox="1077 1093 1442 1364">Spending time with a team member's spouse, child, parent, brother or sister, grandparent, grandchild, or a child, parent, brother or sister, grandparent, grandchild of a spouse of the team member, or a member of the team member's household, who has</td> <td data-bbox="1442 1093 1688 1364">2 days (which can be taken as a single unbroken period of 2 days or 2 non-consecutive days as agreed)</td> </tr> </tbody> </table>	Where the absence is due to:	The maximum number of days of paid compassionate leave will be:	The death of a team member's spouse, parent (including step parent, foster parent or guardian), child, brother or sister	5 days	The death of a team member's parent-in-law, brother or sister-in-law, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, de-facto parent-in-law, cousin, uncle, aunt, niece, nephew, or godparent.	3 days	The death of a member of the team member's household.	2 days	Attending the funeral of a significant other	1 day	Spending time with a team member's spouse, child, parent, brother or sister, grandparent, grandchild, or a child, parent, brother or sister, grandparent, grandchild of a spouse of the team member, or a member of the team member's household, who has	2 days (which can be taken as a single unbroken period of 2 days or 2 non-consecutive days as agreed)	
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	<p><i>Compliance</i> (4) An employee is not entitled to take leave under this Division unless the employee complies with this section.</p> <p><i>Modern awards and enterprise agreements may include evidence requirements</i> (5) A modern award or enterprise agreement may include terms relating to the kind of evidence that an employee must provide in order to be entitled to paid personal/carer's leave, unpaid carer's leave or compassionate leave. Note: Personal information given to an employer under this section may be regulated under the <u>Privacy Act 1988</u></p>	<p>a personal illness or sustains a personal injury that poses a serious threat to his or her life.</p>		
		<p>13.1.2 For the purposes of this clause 13.1: (a) Child means a team member's natural or adopted child, step-child or any child that the team member has care or custody of as a result of a Court or guardianship order. (b) Spouse means a current or former spouse.</p> <p>13.1.3 In addition to the entitlement above, a team member will be entitled to 2 days paid leave to attend the funeral of a parent, spouse, child, brother or sister, where the team member travels outside Australia or more than 400km, one way, either interstate or within the same state</p> <p>13.1.2 For the purposes of this clause 13.1: (a) Child means a team member's natural or adopted child, step-child or any child that the team member has care or custody of as a result of a Court or guardianship order. (b) Spouse means a current or former spouse.</p> <p>13.1.3 In addition to the entitlement above, a team member will be entitled to 2 days paid leave to attend the funeral of a parent, spouse, child, brother or sister, where the team member travels outside Australia or more than 400km, one way, either interstate or within the same state</p> <p>13.1.4 In addition to the entitlement above, a team member will be entitled to 2 days unpaid leave to attend the funeral of a relative other than a parent, spouse, child, brother or sister, where the team member travels outside Australia or more than 400km, one way, either intrastate or interstate.</p>		

		<p>13.1.7 Casual team members will be entitled to be absent for 2 unpaid shifts where a team member's immediate family member or member of the team member's household dies or contracts or develops an illness or injury that poses a serious threat to their life.</p> <p>13.1.6 Any paid compassionate leave will be paid at the team member's base rate of pay for the hours normally rostered to work.</p> <p>2.3.1 Before making a payment to a team member in respect of paid personal leave, BIG W may require a team member to provide evidence in support of their absence as follows:</p>	
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		Period of Absence in any calendar year (Paid and unpaid Personal Leave)	Documentation that may be required	
		First and Second single shift absences	No documentation required unless the shifts fall on a day before or after a public holiday, in which case the rule below applies.	
		Any period of sick leave falling on the day before or after a public holiday	Documentation that would satisfy a reasonable person such as a medical certificate issued by a qualified medical practitioner, or if not reasonably practicable, a statutory declaration.	
		Two or more consecutive shifts	Documentation that would satisfy a reasonable person such as a medical certificate issued by a qualified medical practitioner, or if not reasonably practicable, a statutory declaration.	
		Third single shift, and any subsequent absences	Documentation that would satisfy a reasonable person such as a medical certificate issued by a qualified medical practitioner, or if not reasonably practicable, a statutory declaration.	
		<p>13.15 Upon request by BIG W in order to be entitled to paid compassionate leave, a team member must provide as soon as reasonably practicable any written evidence BIG W reasonably requires of the illness, injury or death of the member, and which otherwise meets the requirements of the Act.</p>		

General Retail Industry Award 2010 ('GRIA') 31 January 2019

<p>Public Holidays</p>	<p>[cl 34.1] Public holidays are provided for in the NES (see below).</p> <p>[cl 34.2] An employer and a majority of employees may agree to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the employee must be paid at public holiday rates.</p> <p>NES Entitlement: Is 114] Entitlement to be absent from employment on public holiday <i>Employee entitled to be absent on public holiday</i> (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.</p> <p><i>Reasonable requests to work on public holidays</i> (2) However, an employer may request an employee to work on a public holiday if the request is reasonable.</p> <p>(3) If an employer requests an employee to work on a public holiday, the employee may refuse the request if: (a) the request is not reasonable; or (b) the refusal is reasonable.</p> <p>(4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account: (a) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee; (b) the employee's personal circumstances, including family responsibilities; (c) whether the employee could reasonably expect that the employer might request work on the public holiday; (d) whether the employee is entitled to receive overtime payments, penalty rates or other</p>	<p>17.1 Working or not working on public holidays</p> <p>17.1.2 Working on a public holiday is voluntary. A team member cannot be required to work but may volunteer to work on any public holiday as provided for in this clause.</p> <p>17.1.3 Team members who would normally be rostered to work may volunteer to work on a public holiday (or part of it) and will be paid the relevant penalty rate for any time so worked. BIG W may decline any request to volunteer if there is no operational need for the team member to work on a public holiday. All team members are entitled to be absent from work on a day or part-day that is a public holiday in the place where the team member works, and cannot be required to work if they do not volunteer to work.</p> <p>17.1.4 BIG W may or may not open for trade on public holidays. If BIG W is trading on a public holiday, BIG W may communicate to team members that it is seeking volunteers. BIG W is not obliged to roster all team members who volunteer on a public holiday, and will roster team members based on operational needs.</p>	<p>Agreement provides superior public holiday entitlements including voluntary work and access to additional day in NSW.</p>
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	<p>compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;</p> <p>(e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);</p> <p>(f) the amount of notice in advance of the public holiday given by the employer when making the request;</p> <p>(g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;</p> <p>(h) any other relevant matter.</p> <p>[s 115] Meaning of public holiday <i>The public holidays</i></p> <p>(1) The following are public holidays:</p> <p>(a) each of these days:</p> <p>(i) 1 January (New Year's Day);</p> <p>(ii) 26 January (Australia Day);</p> <p>(iii) Good Friday;</p> <p>(iv) Easter Monday;</p> <p>(v) 25 April (Anzac Day);</p> <p>(vi) the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);</p> <p>(vii) 25 December (Christmas Day);</p> <p>(viii) 26 December (Boxing Day);</p> <p>(b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.</p> <p><i>Substituted public holidays under State or Territory laws</i></p> <p>(2) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the public holiday.</p>	<p>17.1.1 In this Agreement, public holiday has the same meaning as in the NES.</p> <p>17.1.5 If a public holiday or a part public holiday is substituted to another day or part day by a law of a State or Territory the substituted day or part day is a</p>	
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	<p>(3) A modern award or enterprise agreement may include terms providing for an employer and employee to agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p><i>Substituted public holidays under modern awards and enterprise agreements</i></p> <p>(4) An employer and an award/agreement free employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p>Note: This Act does not exclude State and Territory laws that deal with the declaration, prescription or substitution of public holidays, but it does exclude State and Territory laws that relate to the rights and obligations of an employee or employer in relation to public holidays (see paragraph 27(2)(j)).</p> <p>Is 116] Payment for absence on public holiday</p> <p>If, in accordance with this Division, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.</p> <p>Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.</p>	<p>public holiday and the original day or part day is not a public holiday.</p> <p>17.16 Depending on whether a team member works on a public holiday or not, the following entitlements will apply:</p> <table border="1" data-bbox="1077 975 1688 1377"> <thead> <tr> <th data-bbox="1077 975 1301 1134">Description</th> <th data-bbox="1301 975 1476 1134">If a team member WORKS on the public holiday</th> <th data-bbox="1476 975 1688 1134">If a team member is ABSENT on the public holiday</th> </tr> </thead> <tbody> <tr> <td data-bbox="1077 1134 1301 1377">Full time or part time team member whose standard roster would include the public holiday as a working day:</td> <td data-bbox="1301 1134 1476 1377">Hours worked are paid at public holiday penalty rates OR team member can request TOIL or an</td> <td data-bbox="1476 1134 1688 1377">Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster</td> </tr> </tbody> </table>	Description	If a team member WORKS on the public holiday	If a team member is ABSENT on the public holiday	Full time or part time team member whose standard roster would include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL or an	Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster	
Description	If a team member WORKS on the public holiday	If a team member is ABSENT on the public holiday							
Full time or part time team member whose standard roster would include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL or an	Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster							

			equivalent day of annual leave instead	(without penalty rates or loadings)		
Full time or part time team member whose standard roster would NOT include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL or an equivalent day of annual leave instead	Unpaid				
Casual team member (does not have a standard roster)	Hours worked are paid at public holiday penalty rates	Unpaid				
<p>17.1.7 BIG W must not change a team member's standard roster to avoid or reduce a public holiday penalty payment. If this occurs, the team member will be entitled to the payment or benefit of the public holiday they would have received but for the roster change.</p>						
<p>17.3 Time off in lieu (TOIL)</p>						
<p>17.3.1 By mutual agreement between BIG W and a part time or full time team member, instead of receiving penalty rates for working on a public holiday, the team member can be compensated for working a particular public holiday by either:</p> <p>(a) An equivalent day or equivalent time off in lieu without loss of pay. The time off must be taken within 4 weeks of the public holiday occurring or it will be paid out; or</p> <p>(b) An additional day or equivalent time added to their annual leave balance.</p>						

		<p>17.3.2 The team member and BIG W are entitled to agree a new choice of payment or time off by agreement on each occasion work is performed on a public holiday. If no agreement can be reached on the method of compensation, the default arrangement shall be the payment of public holiday penalty rates.</p> <p>17.4 Engagement across two days</p> <p>17.4.1 For the purposes of this clause, where a shift falls partly on a public holiday, a shift that commences on the public holiday shall be regarded as the public holiday shift. Provided that an employee who is not required to work or who elects not to work on a public holiday shift shall be entitled to be absent without loss of pay.</p> <p>17.5 Part-day public holidays</p> <p>17.5.1 A part-day public holiday is a public holiday that has been gazetted to start and end within a defined part of a day (e.g. 7pm to midnight on a given day).</p> <p>17.5.2 Full time and part time team members will receive public holiday benefits under this clause 17 in respect of their hours of work normally rostered or actually worked during the part of the day specified as a public holiday. For casual team members working on a part-day public holiday, public holiday benefits only apply to work performed during the part of the day specified as the public holiday.</p> <p>17.5.3 However, minimum daily engagement rostering principles in clause 8.2 and 8.3 must still be met in respect of any overall engagement or shift on the day (e.g. it is possible to have a 3 hour engagement for a casual or part time employee from 5:00 pm to 8:00 pm, in which case, assuming the holiday is from 7:00 pm to midnight, clause 17.1.6 will only apply to the hour from 7:00 pm to 8:00 pm).</p>	
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		<p>17.6 Voluntary work on Christmas Eve, New Year's Eve and Easter Sunday</p> <p>17.6.1 Work after 6pm on Christmas Eve, after 6pm on New Year's Eve and on Easter Sunday (except where they are a public holiday and are completely voluntary), will be voluntary provided there are enough volunteers to meet BIG W operational needs, subject to the following:</p> <p>(a) team members not wanting to work at these times will inform BIG W at least 4 weeks in advance. At the same time, BIG W will start to assess the number of team member volunteers that will be required to work; and</p> <p>(b) if there are not enough volunteers BIG W will first ask casual team members to work the hours, and will then ask full time and part time team members.</p> <p>17.6.2 Where BIG W is open for trade and a team member takes the benefit of this clause in order to take time off instead of working a normally rostered shift or part of a normally rostered shift on Easter Sunday or after 6pm on New Year's Eve or Christmas Eve, the time is unpaid time and the team member will only be paid for hours actually worked. A team member can request to take paid annual leave for the hours not worked.</p> <p>17.7 Christmas Day - where not a public holiday</p> <p>17.7.1 Work on the 25 December where not a public holiday (for example under a substitution provision in State or Territory Legislation) will be voluntary and work on the day will be paid at the public holiday penalty rates in clause 17.2.</p> <p>17.7.2 Permanent team members rostered to work in a store on the 25 December where not a public holiday shall be entitled to have the day off without loss of pay.</p> <p>17.8 SDA Union Picnic Day (NSW)</p>	
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		<p>17.8.1 All full time team and part time team members in NSW whose roster includes the first Tuesday in November, shall be entitled to SDA Union Picnic Day in NSW on the first Tuesday in November each year. Work on this day is voluntary.</p> <p>17.8.2 SDA Union Picnic Day in NSW shall be treated as paid time off or pay in lieu but work performed on that day shall not attract public holiday penalty rates.</p> <p>17.8.3 Where a full time or part time employee volunteers to work on SDA Union Picnic Day in NSW, such employee shall be entitled to the following provisions:</p> <p>(a) another day off without loss of pay;</p> <p>(b) such alternate day shall be given and taken not later than 28 days after the SDA Union Picnic Day in NSW on a day mutually agreed between the Company and the employee;</p> <p>(c) where a Team member's employment terminates prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.</p> <p>17.8.4 Team members on Annual Leave or Long Service Leave otherwise entitled to SDA Union Picnic Day in NSW shall have an additional day added to their next period of annual leave.</p>	
Community service leave	<p>[cl 35] Community service leave is provided for in the NES.</p> <p>NES Entitlements:</p> <p>[s 108] Entitlement to be absent from employment for engaging in eligible community service activity</p> <p>An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:</p> <p>(a) the period consists of one or more of the following:</p> <p>(i) time when the employee engages in the activity;</p> <p>(ii) reasonable travelling time associated with the activity;</p> <p>(iii) reasonable rest time immediately following the activity; and</p>	<p>16.4 Community service leave</p> <p>16.4.1 Permanent Team Members shall be entitled for up to two weeks Leave per year if they are a member of recognised voluntary services including the Defence Force Reserve, SES or Fire Fighting.</p> <p>16.4.2 If a member of the Defence Force Reserves, this Leave is for the purposes of attending approved training camps. If a member of any other recognised voluntary service the purpose of this Leave is to attend to Emergency situations.</p>	Community leave is paid under the Agreement for permanent employees where it is an entitlement to be absent under the GRIA/NES.

	<p>(b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances.</p> <p>Is 109] Meaning of <i>eligible community service activity</i> <i>General</i></p> <p>(1) Each of the following is an eligible community service activity:</p> <p>(a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or</p> <p>(b) a voluntary emergency management activity (see subsection (2)); or</p> <p>(c) an activity prescribed in regulations made for the purpose of subsection (4).</p> <p><i>Voluntary emergency management activities</i></p> <p>(2) An employee engages in a voluntary emergency management activity if, and only if:</p> <p>(a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and</p> <p>(b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and</p> <p>(c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and</p> <p>(d) either:</p> <p style="padding-left: 20px;">(i) the employee was requested by or on behalf of the body to engage in the activity; or</p> <p style="padding-left: 20px;">(ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.</p> <p>(3) A recognised emergency management body is:</p> <p>(a) a body, or part of a body, that has a role or function under a plan that:</p> <p style="padding-left: 20px;">(i) is for coping with emergencies and/or disasters; and</p>	<p>16.4.4 Permanent Team Members who are a member of more than one recognised voluntary service will be eligible for 2 weeks Leave for the purposes of each of these Community Services.</p> <p>16.4.5 Casual team members are entitled to unpaid community leave.</p> <p>16.5 Unpaid Leave</p> <p>16.5.1 Unpaid Leave shall mean an approved leave of absence, which whilst not exhaustive, may include:</p> <p>(a) a team member who is studying and requires time to attend exams or participate in annual school holidays</p> <p>(b) a team member who wishes to travel overseas or interstate for an extended period;</p> <p>(c) a team member who requires time off to care for a sick or injured close relative;</p> <p>(d) a team member who wishes to return to studies on a Full Time basis;</p> <p>(e) a team member who has utilised or otherwise does not wish to utilise their entitlement under clause 12 to paid Personal Leave and who requires additional time off to attend to a natural disaster.</p> <p>16.2 Natural disaster leave</p> <p>16.2.1 Where a cyclone warning or a state of emergency is declared, or where flooding, snowstorms, earthquake or bushfires occur, or are imminent, team members will be allowed leave to care for their family and/or property where there is a genuine risk.</p> <p>16.2.2 A full time or part time team member is to receive up to 3 days paid leave at their base rate of pay if there is a reasonable and justified reason that a team member is unable to attend work due to a natural disaster. Provided that such leave may be extended with Agreement of BIG W in extenuating circumstances.</p>	
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	<p>(ii) is prepared by the Commonwealth, a State or a Territory; or (b) a fire-fighting, civil defence or rescue body, or part of such a body; or (c) any other body, or part of a body, a substantial purpose of which involves: (i) securing the safety of persons or animals in an emergency or natural disaster; or (ii) protecting property in an emergency or natural disaster; or (iii) otherwise responding to an emergency or natural disaster; or (d) a body, or part of a body, prescribed by the regulations; include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.</p> <p><i>Regulations may prescribe other activities</i> (4) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.</p> <p>Is 110] Notice and evidence requirements</p>	<p>16.2.3 Casual team members are entitled to unpaid natural disaster leave.</p> <p>16.5.2 Provided that: (a) the maximum period of absence on any one occasion may be up to 3 months, although by agreement up to 6 months absence may be taken in any year; (b) all outstanding paid leave entitlements the team member is eligible to apply for are taken prior to the period of absence unless otherwise agreed, except six weeks Annual Leave and Long Service Leave where the unpaid leave is specifically for the purposes of caring as defined in clause 16.5.1 (c) above; (c) such absence shall not break continuity of employment for the team member concerned; (d) where a Full-Time or Part-Time team member proceeds on authorised unpaid leave of absence of one week's duration or more, all entitlements to Annual Leave, Personal Leave, or Long Service Leave will be frozen from the date of commencing such leave to the date of returning from such leave; (e) the terms of (a) above may be waived by agreement between BIG W and a team member.</p>	
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	<p><i>Notice</i> (1) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.</p> <p>(2) The notice: (a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and (b) must advise the employer of the period, or expected period, of the absence.</p> <p><i>Evidence</i> (3) An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.</p> <p><i>Compliance</i> (4) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section. Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988 .</p> <p>[s 111] Payment to employees (other than casuals) on jury service <i>Application of this section</i> (1) This section applies if: (a) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and (b) the employee is not a casual employee.</p> <p><i>Employees to be paid base rate of pay</i> (2) Subject to subsections (3), (4) and (5), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.</p> <p><i>Evidence</i></p>	<p>16.4.3 To receive payment the Team Member will provide BIG W proof of attendance at the emergency situation or proof of Defence Force Reserve Rate of Pay and total wages received for the time spent in training. BIG W will reimburse the Team Member the difference between the amount received for Defence Leave and the Team Members ordinary rate of pay.</p> <p>16.1 Jury service</p> <p>16.1.1 Team members are entitled to leave of absence and payment for any period of jury service in accordance with the National Employment Standards and relevant state/territory legislation, provided that: (a) Where BIG W is required to pay a team member for time spent performing jury service,</p>	<p>A period of jury service leave is paid for the whole of the absence under the Agreement and not limited to the first 10 days in any jurisdiction.</p>
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	<p>(3) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:</p> <p>(a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and</p> <p>(b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.</p> <p>(4) If, in accordance with subsection (3), the employer requires the employee to give the employer the evidence referred to in that subsection:</p> <p>(a) the employee is not entitled to payment under subsection (2) unless the employee provides the evidence; and</p> <p>(b) if the employee provides the evidence—the amount payable to the employee under subsection (2) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.</p> <p><i>Payment only required for first 10 days of absence</i></p> <p>(5) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:</p> <p>(a) the employer is only required to pay the employee for the first 10 days of absence; and</p> <p>(b) the evidence provided in response to a requirement under subsection (3) need only relate to the first 10 days of absence; and</p> <p>(c) the reference in subsection (4) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.</p> <p><i>Meaning of jury service pay</i></p> <p>(6) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.</p> <p><i>Meaning of jury service summons</i></p>	<p>payment will be made for the whole of the absence required and not limited to the first 10 days of absence.</p> <p>(b) A team member on jury service shall not be required to attend work on that day/evening/night regardless of the duration of the jury service.</p> <p>(c) The combination of work and Jury Service shall not exceed the number of starts the team member would normally be rostered to work in the week.</p> <p>(d) A team member required to attend for jury service during a period of annual leave will, upon producing satisfactory evidence of attendance, be re-credited with annual leave for the period for which jury service was attended. To facilitate the re-crediting of annual leave it will be necessary for BIG W to deduct the value of the leave.</p>	
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	<p>(7)Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.</p> <p>Is 112] State and Territory laws that are not excluded (1) This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to engaging in eligible community service activities, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p>		
<p>Leave to deal with Family and Domestic Violence</p>	<p>[cl 36.1] This clause applies to all employees, including casuals.</p> <p>[cl 36.2] Definitions (a) In this clause: family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.</p> <p>family member means: (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.</p> <p>(b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.</p> <p>[cl 36.3] Entitlements to unpaid leave An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows: (a) the leave is available in full at the start of each 12 month period of the employee's employment; and (b) the leave does not accumulate from year to year; and (c) is available in full to part-time and casual employees.</p>	<p>15 Family and Domestic violence leave</p> <p>15.1 Purpose of family and domestic violence leave</p> <p>15.1.1 BIG W recognises that team members who experience family and domestic violence may need additional support to deal with the impact of the family and domestic violence, particularly to make arrangements for their safety and the safety of others, attend medical appointments, court appointments, access police services and related activities which are impractical for a team member to deal with outside of their ordinary hours of work.</p> <p>15.2 Entitlement to paid and unpaid leave</p> <p>15.2.1 Each year, a full time team member is entitled to 5 days' paid leave and 5 days' unpaid leave to deal with family and domestic violence. A part time team member has an entitlement to 5 days of paid leave on a pro-rata basis, and 5 days of unpaid leave (not pro-rated) per year. Casual team members are entitled to 5 days unpaid leave.</p> <p>15.2.2 The entitlement: (a) is available in full at the start of each 12-month period of the team member's employment; (b) does not accumulate from year to year; (c) (where the leave is paid leave) is paid at the team member's base rate of pay for the hours normally rostered to work; and</p>	<p>Agreement provides up to 5 days paid Family and Domestic violence leave for full time and part time employees compared to the GRIA which is unpaid</p>

	<p>Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.</p> <p>2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.</p> <p>[cl 36.5] Taking unpaid leave An employee may take unpaid leave to deal with family and domestic violence if the employee: (a) is experiencing family and domestic violence; and (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work. Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.</p> <p>[cl 36.5] Service and continuity The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.</p> <p>[cl 36.6] Notice and evidence requirements (a) Notice An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice: (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (ii) must advise the employer of the period, or expected period, of the leave.</p> <p>(b) Evidence An employee who has given their employer notice of the taking of leave under clause 36 must, if required</p>	<p>(d) is not paid out on termination of employment if unused.</p> <p>15.2.3 A team member may take any combination of paid or unpaid family and domestic violence leave to deal with family and domestic violence if the team member: (a) is experiencing family and domestic violence; and (b) needs to do something to deal with the impact of family and domestic violence (for example, making arrangements for their safety or the safety of others (including relocation), attending urgent court hearings, or accessing police services) and it is impractical for the team member to attend to outside the ordinary hours of work.</p> <p>15.2.4 Leave may be granted for the purpose of seeking medical, legal or police assistance, for counselling, relocation or other directly related activities.</p> <p>15.2.5 In the event a team member has exhausted their entitlement to paid leave under this clause, they may access other paid leave, including personal leave, carer's leave or annual leave whether or not they have used their unpaid leave under this clause. If they have used their unpaid leave, they may take an unpaid leave of absence.</p> <p>15.2.6 A team member who supports a person experiencing family or domestic violence may take personal/ carer's leave (as per clause 12) to accompany them to court or hospital or to mind children.</p> <p>15.2.7 Team members are required to notify their Manager of such absence on the first day of absence if prior notice is not possible. If possible, the team member should indicate the expected duration of the period of leave. Where not appropriate to notify their Manager, or if a team member does not feel comfortable doing so in a particular circumstance, a</p>	
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	<p>by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4. Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.</p> <p>[cl 36.7] Confidentiality (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so. (b) Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person. Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information</p> <p>[cl 36.8] Compliance An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.</p>	<p>team member should instead notify BIG W Employee Services or the relevant Culture & People Partner/Manager.</p> <p>15.2.8 BIG W may request reasonable supporting evidence in relation to any leave taken under this clause. This may include documentation from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence.</p> <p>15.2.9 In order to provide support and a safe work environment for a team member experiencing family and domestic violence, BIG W will consider any reasonable request from a team member for: (a) changes to their spread of hours or pattern of hours and/or shifts; (b) job redesign or change of duties; (c) relocation to a suitable location within BIG W; (d) any other appropriate measures including those available under existing provisions for flexible working arrangements.</p> <p>15.3 Confidentiality</p> <p>15.3.1 All personal information concerning matters of family and domestic violence will be kept confidential and may only be used internally, or disclosed externally in exceptional circumstances and where it is imperative to maintain the safety of the team member and/or co-workers.</p> <p>15.4 Family and domestic violence definitions</p> <p>15.4.1 For the purposes of this clause 15: (a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and causes them to be fearful. (b) family member means:</p>	
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		<p>(i) a spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the team member; or</p> <p>(ii) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of the team member; or</p> <p>(iii) a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.</p>			
<p>Schedule B - Classifications</p>	<p>B.1 Retail Employee Level 1 B.1.1 An employee performing one or more of the following functions at a retail establishment: the receiving and preparation for sale and or display of goods in or about any shop;</p> <p>the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;</p> <p>the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;</p> <p>the sale or hire of goods by any means;</p> <p>the receiving, arranging or making payment by any means;</p> <p>the recording by any means of a sale or sales;</p> <p>the wrapping or packing of goods for despatch and the despatch of goods;</p> <p>the delivery of goods;</p> <p>window dressing and merchandising;</p> <p>loss prevention;</p> <p>demonstration of goods for sale;</p>	<p>Appendix A - Classifications & Higher Duties Grades</p> <p>A.1 Classification Descriptions</p> <p>The table below sets out the classifications and higher duties grades that apply to this Agreement.</p> <table border="1" data-bbox="1077 635 1691 1366"> <tr> <td data-bbox="1077 635 1167 1366"> <p>Level 1</p> </td> <td data-bbox="1167 635 1691 1366"> <p>1. A team member performing one or more of the following functions in BIG W:</p> <ul style="list-style-type: none"> ● the receiving and preparation for sale and or display of goods in or about any shop; ● the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions for sale; ● the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods; ● the sale or hire of goods by any means; ● the receiving, arranging or making payment by any means; ● the recording by any means of a sale or sales; ● the wrapping or packing of goods for despatch and the despatch of goods; ● the delivery of goods; </td> </tr> </table>	<p>Level 1</p>	<p>1. A team member performing one or more of the following functions in BIG W:</p> <ul style="list-style-type: none"> ● the receiving and preparation for sale and or display of goods in or about any shop; ● the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions for sale; ● the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods; ● the sale or hire of goods by any means; ● the receiving, arranging or making payment by any means; ● the recording by any means of a sale or sales; ● the wrapping or packing of goods for despatch and the despatch of goods; ● the delivery of goods; 	<p>Agreement does not include classifications for Level 7 and Level 8 Retail Employees.</p>
<p>Level 1</p>	<p>1. A team member performing one or more of the following functions in BIG W:</p> <ul style="list-style-type: none"> ● the receiving and preparation for sale and or display of goods in or about any shop; ● the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions for sale; ● the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods; ● the sale or hire of goods by any means; ● the receiving, arranging or making payment by any means; ● the recording by any means of a sale or sales; ● the wrapping or packing of goods for despatch and the despatch of goods; ● the delivery of goods; 				

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	<p>the provision of information, advice and assistance to customers;</p> <p>the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;</p> <p>all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services;</p> <p>Clerical Assistants functions Level 1; or</p> <p>work which is incidental to or in connection with any of the above.</p> <p>B.1.2 Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away food establishment.</p> <p>B.1.3 Indicative job titles which are usually within the definition of a Retail Employee Level 1 are: Shop Assistant,</p> <p>Clerical Assistant,</p> <p>Check-out Operator,</p> <p>Store Worker,</p> <p>Reserve Stock Hand,</p> <p>Driver,</p> <p>Boot/Shoe Repairer (Not Qualified),</p> <p>Window Dresser (Not Qualified),</p> <p>LPO,</p>	<ul style="list-style-type: none"> ● window dressing and merchandising; ● loss prevention; ● demonstration of goods for sale; ● the provision of information, advice and assistance to customers; ● the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; ● all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; or ● work which is incidental to or in connection with any of the above. <p>1. Level 1 team members will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning.</p> <p>1. Indicative job titles which are usually within the definition of Level 1 are:</p> <ul style="list-style-type: none"> ● Shop Assistant, ● Check-out Operator, ● Store Worker, ● Reserve Stock Hand, ● Driver, ● LPO, ● Photographic Employee, ● Store Greeter, ● Assembler, ● Ticket Writer (Not Qualified), ● Trolley Collector, ● Telephone Order Salesperson and, ● Demonstrator and/or Merchandiser not elsewhere classified. 	
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	<p>Photographic Employee, Store Greeter, Assembler, Ticket Writer (Not Qualified), Trolley Collector, Video Hire Worker, Telephone Order Salesperson, Door-to-door Salesperson, or Retail Outdoor Salesperson, and, Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer). B.1.4 Clerical Assistant means an employee accountable for clerical and office tasks as directed within the skill levels set out. B.1.5 Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. B.1.6 Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions. B.1.7 Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to</p>		<p>Clerical Assistant Level 1 Clerical Assistant Level 1 means a team member accountable for clerical and office tasks as directed within the skill levels set out.</p> <ol style="list-style-type: none"> 1. Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions. 2. Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions. 3. Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced team member's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced team members in the same classification. 	
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	<p>checking at all stages. The more experienced employee may required to give assistance to less experienced employees in the same classification.</p> <p>B.1.8 Indicative typical duties and skills at this level may include: reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;</p> <p>maintenance of basic records;</p> <p>filing, collating, photocopying etc;</p> <p>handling or distributing mail including messenger service;</p> <p>recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or</p> <p>the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2.</p> <p>B.2 Retail Employee Level 2 B.2.1 An employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.</p>		<p>4. Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> ● reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors; ● maintenance of basic records; ● filing, collating, photocopying etc; ● handling or distributing mail including messenger service; ● recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or ● the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Clerical Officer Level 2. <p>Level 2</p> <p>1. A team member performing work in BIG W at a higher skill level than Level 1.</p> <p>1. Indicative job titles which are usually within the definition of Level 2 include:</p> <ul style="list-style-type: none"> ● Forklift Operator, ● Ride on Equipment Operator. <p>Level 3</p> <p>1. An employee performing work in BIG W at a higher level than a Level 2.</p> <p>1. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> ● Supervisory assistance to a designated section manager or team leader, ● Opening and closing of premises and associated security, 	
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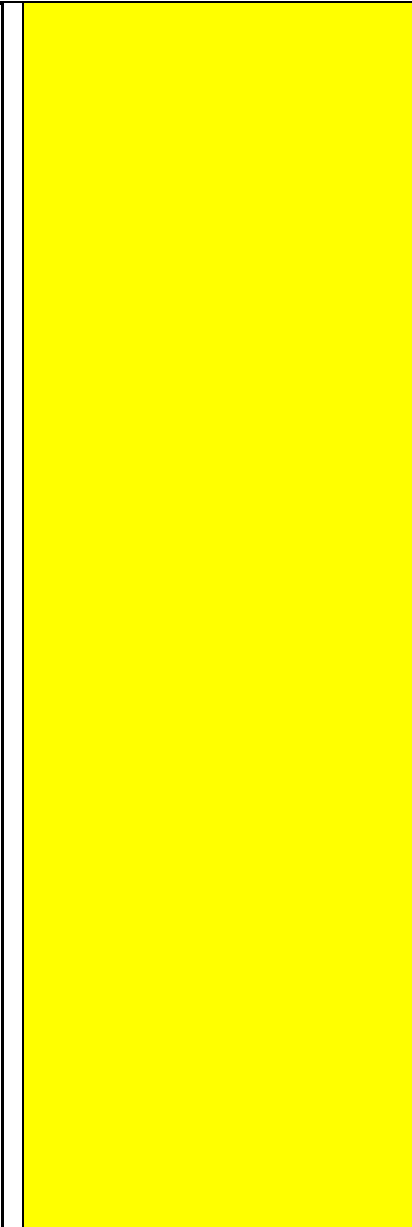
	<p>B.2.2 Indicative job titles which are usually within the definition of a Retail Employee Level 2 include: Forklift Operator, Ride on Equipment Operator.</p> <p>B.3 Retail Employee Level 3 B.3.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.</p> <p>B.3.2 Indicative of the tasks which might be required at this level are the following: Supervisory assistance to a designated section manager or team leader, Opening and closing of premises and associated security, Security of cash, or Fitting of surgical corset. B.3.3 Indicative job titles which are usually within the definition of a Retail Employee 3 include: Machine operators, 2IC to Dept Manager, Senior Salesperson, Corsetiere, Driver Selling Stock, Cook (Not Qualified) in a cafeteria, Senior LPO, including an armed LPO, LPO Supervisor,</p>		<p>● Security of cash.</p> <p>1. Indicative job titles which are usually within the definition of Level 3 include:</p> <ul style="list-style-type: none"> ● Machine operators, ● 2IC to Dept Manager, ● Senior Salesperson, ● Driver Selling Stock, ● Cook (Not Qualified) in a cafeteria, ● Senior LPO, including an armed LPO, ● LPO Supervisor, ● Designated second-in-charge of a section (i.e. senior sales assistant), ● Designated second-in-charge to a service supervisor, or ● Person employed alone, with responsibilities for the security and general running of a shop. <p>Level 4</p> <p>1. A team member performing work in BIG W at a higher level than Level 3.</p> <p>1. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> ● Management of a defined section/department, ● Supervision of up to 15 sales staff (including self), ● Stock control, or ● Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc. 	
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	<p>Designated second-in-charge of a section (i.e. senior sales assistant),</p> <p>Designated second-in-charge to a service supervisor, or</p> <p>Person employed alone, with responsibilities for the security and general running of a shop.</p> <p>B.4 Retail Employee Level 4</p> <p>B.4.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 3.</p> <p>B.4.2 Indicative of the tasks which might be required at this level are the following: Management of a defined section/department, Supervision of up to 4 sales staff (including self), Stock control, Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc., An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week, or</p> <p>Clerical functions Level 2.</p> <p>B.4.3 Indicative job titles which are usually within the definition of a Retail Employee 4 include: [B.4.3 varied by PR992724 ppc 29Jan10]</p>	<p>1. Indicative job titles which are usually within the definition of a Level 4 include:</p> <ul style="list-style-type: none"> ● An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments, ● Section/Department manager with up to 2 employees (including self), ● Service Supervisor of up to 15 employees, ● Nightfill Supervisor/Leader. <p>Clerical Officer Level 2</p> <p>1. Clerical Officer Level 2 means a team member accountable for clerical and office tasks as directed within the skill levels set out.</p> <ul style="list-style-type: none"> ● This level caters for the team member who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction. ● Team members at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations, detailed instructions may be necessary. This may require the team member to exercise limited judgment and initiative within the range of their skills and knowledge. ● The work of these team members may be subject to final checking and as required progress checking. Such team members may be required to check the work and/or provide guidance to other employees at a lower level and/or 	
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	<p>An Assistant, Deputy, or zIC Shop Manager of a shop without Departments,</p> <p>An employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week. This includes: Butcher, Baker, Pastry Cook, Florist,</p> <p>An employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work,</p> <p>A Qualified Auto Parts and Accessories Salesperson,</p> <p>A Window Dresser (Cert III or equivalent experience),</p> <p>A Boot/Shoe Repairer (Cert III),</p> <p>A Shiftwork Supervisor,</p> <p>Section/Department manager with up to 2 employees (including self),</p> <p>Service Supervisor of up to 15 employees,</p> <p>Nightfill Supervisor/Leader,</p> <p>B.4.4 Clerical Officer Level 2 characteristics: This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.</p> <p>Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.</p>		<p>provide assistance to less experienced team members at the same level.</p> <p>1. Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> ● Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position. ● Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter. ● Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents. ● Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment. ● Copy typing and audio typing. ● Maintenance of records and/or journals including initial processing and recording relating to the following: reconciliation of accounts to balance; incoming/outgoing cheques; invoices; debit/credit items; payroll data petty cash; letters etc. 	
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	<p>The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.</p> <p>B.4.5 Indicative typical duties and skills at this level may include:</p> <p>Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.</p> <p>Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.</p> <p>Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.</p> <p>Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.</p> <p>Copy typing and audio typing.</p> <p>Maintenance of records and/or journals including initial processing and recording relating to the following:</p> <p>(i) reconciliation of accounts to balance;</p> <p>(ii) incoming/outgoing cheques;</p> <p>(iii) invoices;</p> <p>(iv) debit/credit items;</p>		<ul style="list-style-type: none"> ● Computer application involving use of a software package which may include one or more of the following functions: create new files and records; spreadsheet/worksheet; graphics; accounting/payroll file; following standard procedures and using existing models/fields of information. ● Arrange routine travel bookings and itineraries, make appointments. ● Provide general advice and information on the organisation's products and services, e.g. front counter/telephone. 	
		Level 5	<ol style="list-style-type: none"> 1. An employee performing work in or in connection with in BIG W operations at a higher level than a Level 4. 1. Indicative job titles which are usually within the definition of a Level 5 include: <ul style="list-style-type: none"> ● Service Supervisor (more than 15 employees). 	

<p>(v) payroll data;</p> <p>(vi) petty cash Imprest System;</p> <p>(vii) letters etc. Computer application involving use of a software package which may include one or more of the following functions:</p> <p>(i) create new files and records;</p> <p>(ii) spreadsheet/worksheet;</p> <p>(iii) graphics;</p> <p>(iv) accounting/payroll file;</p> <p>(v) following standard procedures and using existing models/fields of information. Arrange routine travel bookings and itineraries, make appointments.</p> <p>Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.</p> <p>B.5 Retail Employee Level 5 B.5.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 4.</p> <p>B.5.2 Indicative job titles which are usually within the definition of a Retail Employee 5 include: A tradesperson in charge of other tradespersons within a section or department.</p> <p>Service Supervisor (more than 15 employees).</p> <p>B.6 Retail Employee Level 6 B.6.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 5.</p> <p>B.6.2 Indicative job titles which are usually within the definition of a Retail Employee 6 include:</p>	<p>Level 6</p>	<p>1. A team member performing work in or in connection with BIG W at a higher level than a Level 5.</p> <p>1. Indicative job titles which are usually within the definition of a Level 6 include:</p> <ul style="list-style-type: none"> ● Section/Department manager with 5 or more employees (including self), ● Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management), ● Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections. <p>Clerical Officer Level 3</p> <p>1. Clerical Officer Level 3 means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <ul style="list-style-type: none"> ● Team members at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties. ● Such team members may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of 	
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	<p>Section/Department manager with 5 or more employees (including self),</p> <p>Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management), [B.6.2 varied by PR992724 ppc 29Jan10] Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections,</p> <p>Clerical Officer Level 3.</p> <p>B.6.3 Clerical Officer Level 3 characteristics: Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.</p> <p>Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.</p> <p>B.6.4 Indicative typical duties and skills at this level may include: Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.</p> <p>Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.</p>	<p>personal instruction and demonstration.</p> <p>1. Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> ● Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger. ● Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills. ● Apply one or more computer software packages to: create new files and records; maintain computer-based records management systems identify and extract information from internal and external sources; use of advanced word processing/keyboard functions. ● Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s). ● Application of specialist terminology/processes in professional offices. <p>No equivalent classification</p>	
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	<p>*Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:</p> <ul style="list-style-type: none">(i) create new files and records;(ii) maintain computer based records management systems;(iii) identify and extract information from internal and external sources;(iv) use of advanced word processing/keyboard functions. <p>Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).</p> <p>Application of specialist terminology/processes in professional offices.</p> <p>*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <p>B.7 Retail Employee Level 7</p>		
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	<p>B.7.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 6.</p> <p>B.7.2 Indicative job titles which are usually within the definition of a Retail Employee Level 7 include: Visual Merchandiser (diploma), Clerical Officer Level 4.</p> <p>B.7.3 Clerical Officer Level 4 characteristics: Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems.</p> <p>They exercise initiative, discretion and judgment at times in the performance of their duties.</p> <p>They are able to train employees in Clerical Levels 1-3 by personal instruction and demonstration.</p> <p>B.7.4 Indicative typical duties and skills at this level may include: Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions.</p> <p>Able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance.</p>	<p>No equivalent classification</p>	
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	<p>Advise on/provide information on one or more of the following:</p> <ul style="list-style-type: none"> (i) employment conditions (ii) workers compensation procedures and regulations (iii) superannuation entitlements, procedures and regulations <p>*Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:</p> <ul style="list-style-type: none"> (i) create new files and records; (ii) maintain computer based management systems; (iii) identify and extract information from internal and external sources; (iv) use of advanced word processing/keyboard functions. <p>*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <p>B.8 Retail Employee Level 8</p> <p>B.8.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.</p> <p>B.8.2 A person with a Diploma qualification.</p> <p>B.8.3 Indicative job titles which are usually within the definition of a Retail Employee 8 include:</p> <p>A Shop Manager of a shop with Departments/Sections, or</p> <p>Clerical Officer Level 5.</p> <p>B.8.4 Clerical Officer Level 5 characteristics: Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p>		
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	<p>Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</p> <p>They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, among other things, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.</p> <p>They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They often exercise initiative, discretion and judgment in the performance of their duties.</p> <p>The possession of relevant post secondary qualifications may be appropriate but not essential. B.8.5 Indicative typical duties and skills at this level may include: Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions.</p> <p>Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents.</p> <p>Provide reports for management in any or all of the following areas: (i) account/financial (ii) staffing</p>		
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	<p>(iii) legislative requirements</p> <p>(iv) other company activities. Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation.</p>		
<p>Schedule F—Part-day Public Holidays</p>	<p>Schedule F—Part-day Public Holidays</p> <p>This schedule operates where this award otherwise contains provisions dealing with public holidays that supplement the NES.</p> <p>F.1 Where a part-day public holiday is declared or prescribed between 7.00pm and midnight on Christmas Eve (24 December in each year) or New Year's Eve (31 December in each year) the following will apply on Christmas Eve and New Year's Eve and will override any provision in this award relating to public holidays to the extent of the inconsistency:</p> <p>(a) All employees will have the right to refuse to work on the part-day public holiday if the request to work is not reasonable or the refusal is reasonable as provided for in the NES.</p> <p>(b) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of exercising their right under the NES does not work, they will be paid their ordinary rate of pay for such hours not worked.</p> <p>(c) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight but as a result of being on annual leave does not work, they will be taken not to be on annual leave between those hours of 7.00pm and midnight that they would have usually been rostered to work and will be paid their ordinary rate of pay for such hours.</p> <p>(d) Where a part-time or full-time employee is usually rostered to work ordinary hours between 7.00pm and midnight, but as a result of having a rostered day off (RDO) provided under this award, does not work, the</p>		

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	<p>employee will be taken to be on a public holiday for such hours and paid their ordinary rate of pay for those hours.</p> <p>(e) Excluding annualised salaried employees to whom clause F.1(f) applies, where an employee works any hours between 7.00pm and midnight they will be entitled to the appropriate public holiday penalty rate (if any) in this award for those hours worked.</p> <p>(f) Where an employee is paid an annualised salary under the provisions of this award and is entitled under this award to time off in lieu or additional annual leave for work on a public holiday, they will be entitled to time off in lieu or pro-rata annual leave equivalent to the time worked between 7.00pm and midnight.</p> <p>(g) An employee not rostered to work between 7.00pm and midnight, other than an employee who has exercised their right in accordance with clause F.1(a), will not be entitled to another day off, another day's pay or another day of annual leave as a result of the part-day public holiday. This schedule is not intended to detract from or supplement the NES.</p>		
<p>Maximum weekly hours</p>	<p>[s 62] Maximum weekly hours <i>Maximum weekly hours of work</i></p> <p>(1) An employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable:</p> <p>(a) for a full-time employee—38 hours; or</p> <p>(b) for an employee who is not a full-time employee—the lesser of:</p> <p style="padding-left: 40px;">(i) 38 hours; and</p> <p style="padding-left: 40px;">(ii) the employee's ordinary hours of work in a week.</p> <p><i>Employees may refuse to work unreasonable additional hours</i></p>		

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	<p>(2) The employee may refuse to work additional hours (beyond those referred to in paragraph (1)(a) or (b)) if they are unreasonable.</p> <p><i>Determining whether additional hours are reasonable</i></p> <p>(3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:</p> <p>(a) any risk to employee health and safety from working the additional hours;</p> <p>(b) the employee's personal circumstances, including family responsibilities;</p> <p>(c) the needs of the workplace or enterprise in which the employee is employed;</p> <p>(d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;</p> <p>(e) any notice given by the employer of any request or requirement to work the additional hours;</p> <p>(f) any notice given by the employee of his or her intention to refuse to work the additional hours;</p> <p>(g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;</p> <p>(h) the nature of the employee's role, and the employee's level of responsibility;</p> <p>(i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;</p> <p>(j) any other relevant matter.</p> <p><i>Authorised leave or absence treated as hours worked</i></p> <p>(4) For the purposes of subsection (1), the hours an employee works in a week are taken to include any hours of leave, or absence, whether paid or unpaid, that the employee takes in the week and that are authorised:</p> <p>(a) by the employee's employer; or</p>		
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	<p>(b) by or under a term or condition of the employee's employment; or (c) by or under a law of the Commonwealth, a State or a Territory, or an instrument in force under such a law.</p> <p>[s 63] Modern awards and enterprise agreements may provide for averaging of hours of work (1) A modern award or enterprise agreement may include terms providing for the averaging of hours of work over a specified period. The average weekly hours over the period must not exceed: (a) for a full-time employee—38 hours; or (b) for an employee who is not a full-time employee—the lesser of: (i) 38 hours; and (ii) the employee's ordinary hours of work in a week. (2) The terms of a modern award or enterprise agreement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).</p> <p>[s 64] Averaging of hours of work for award/agreement free employees (1) An employer and an award/agreement free employee may agree in writing to an averaging arrangement under which hours of work over a specified period of not more than 26 weeks are averaged. The average weekly hours over the specified period must not exceed: (a) for a full-time employee—38 hours; or (b) for an employee who is not a full-time employee—the lesser of: (i) 38 hours; and (ii) the employee's ordinary hours of work in a week. (2) The agreed averaging arrangement may provide for average weekly hours that exceed the hours referred to in paragraph (1)(a) or (b) if the excess hours are reasonable for the purposes of subsection 62(1).</p>		
Requests for flexible working arrangements	[s 65] Requests for flexible working arrangements		

	<p><i>Employee may request change in working arrangements</i></p> <p>(1) If:</p> <p>(a) any of the circumstances referred to in subsection (1A) apply to an employee; and</p> <p>(b) the employee would like to change his or her working arrangements because of those circumstances;</p> <p>Employee may request the employer for a change in working arrangements relating to those circumstances.</p> <p>(1A) The following are the circumstances:</p> <p>(a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;</p> <p>(b) the employee is a carer (within the meaning of the <i>Carer Recognition Act 2010</i>);</p> <p>(c) the employee has a disability;</p> <p>(d) the employee is 55 or older;</p> <p>(e) the employee is experiencing violence from a member of the employee's family;</p> <p>(f) the employee provides 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 the member is experiencing violence from the member's family.</p> <p>(1B) To avoid doubt, and without limiting subsection (1), an employee who:</p> <p>(a) is a parent, or has responsibility for the care, of a child; and</p> <p>(b) is returning to work after taking leave in relation to the birth or adoption of the child;</p> <p>may request the employer to work part-time to assist the employee to care for the child.</p> <p>(2) The employee is not entitled to make the request unless:</p> <p>(a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or</p> <p>(b) for a casual employee—the employee:</p>	<p>8.8.7 Any team member who is eligible to do so may make a request for flexible working arrangements as provided for in the NES.</p>	
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	<p>(i) is a long term casual employee of the employer immediately before making the request; and</p> <p>(ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.</p> <p><i>Formal requirements</i></p> <p>(3) The request must:</p> <p>(a) be in writing; and</p> <p>(b) set out details of the change sought and of the reasons for the change.</p> <p><i>Agreeing to the request</i></p> <p>(4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.</p> <p>(5) The employer may refuse the request only on reasonable business grounds.</p> <p>(5A) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following:</p> <p>(a) that the new working arrangements requested by the employee would be too costly for the employer;</p> <p>(b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;</p> <p>(c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;</p> <p>(d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;</p> <p>(e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.</p>		
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	<p>(6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.</p> <p>Is 66] State and Territory laws that are not excluded This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to flexible working arrangements, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p>		
Parental leave	<p>Is 70] Entitlement to unpaid parental leave An employee is entitled to 12 months of unpaid parental leave if: (a) the leave is associated with: (i) the birth of a child of the employee or the employee's spouse or de facto partner; or (ii) the placement of a child with the employee for adoption; and (b) the employee has or will have a responsibility for the care of the child. Note: Entitlement is also affected by: (a) section 67 (which deals with length of the employee's service); and (b) for pregnancy and birth--subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and (c) for adoption--section 68 (which deals with the age etc. of the adopted child).</p>	<p>14 Parental leave</p> <p>14.1 Entitlement to parental leave</p> <p>14.1.1 Parental leave supports team members who provide primary care or share in the care of their new-born or newly adopted child.</p> <p>14.1.2 Team members are entitled to parental leave in accordance with the Fair Work Act and Woolworths policies, as both are amended from time to time: (a) The Fair Work Act contains minimum legal entitlements that apply to all team members. (b) Woolworths Parental Leave Policy provides additional entitlements, including paid leave for eligible team members and other benefits.</p> <p>14.1.3 Any team member who may need to take parental leave should first read the current Woolworths Parental Leave Policy, and then refer to the Fair Work Act.</p> <p>14.1.4 For clarity, the Woolworths Parental Leave Policy is not incorporated into this Agreement.</p> <p>14.1.5 If Woolworths Parental Leave Policy is rescinded or reduced, the minimum parental leave entitlements set out in Appendix C will apply. The</p>	<p>Employees have access to a paid parental leave entitlement however the policy is not incorporated into the Agreement.</p>

		<p>Appendix provides guaranteed minimum standards for team members under this Agreement.</p> <p>C.1 Appendix C - Parental leave</p> <p>C.1 Purpose of this appendix</p> <p>C.1.1 The Fair Work Act requirements always apply to team members as stated in the Act.</p> <p>C.1.2 Woolworths policy applies to team members. It is generally more generous than the Fair Work Act provisions, but it sits outside this Agreement and can be changed by Woolworths.</p> <p>C.1.3 As a minimum, Team Members are protected by and can rely upon the guaranteed parental leave entitlements set out in this clause. .</p> <p>C.2 Minimum provisions</p> <p>C.2.1 Full-time and part-time team members with at least 12 months continuous service are entitled to take 52 weeks, or up to 104 weeks on request, of unpaid parental leave. Team members can choose to take annual leave or long service leave as part of their total 104 week parental leave period. When a team member is on unpaid parental leave, they do not accrue annual leave or personal/carers leave.</p> <p>C.2.2 Casual team members with at least 12 months continuous service are entitled to take up to 104 weeks of unpaid parental leave.</p> <p>C.2.3 Team members are entitled to return to the position they held before they took parental leave (not including any "safe employment" position that was held during pregnancy). If the position held by the team member before their parental leave no longer exists due to structural changes, Woolworths will work with the team member to redeploy them to a comparable position (in pay and status).</p>	
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		<p>perform work on a casual basis during periods of parental leave.</p> <p>(a) Such work will:</p> <p>(i) be paid at the appropriate casual hourly rate;</p> <p>(ii) not be included for the purposes of accruing any leave entitlements other than service for the purposes of long service leave accrual, where the number of casual starts will be added to the team member's service.</p> <p>(iii) not extend the period of parental leave beyond the approved period of leave.</p> <p>(b) Team members in receipt of payments under the Australian Government's Parental Leave Pay program may risk losing eligibility for such payments by working while on parental leave, and should make enquiries with the Government before deciding to perform work.</p> <p>C.3.4 When a team member is pregnant and, in the opinion of a registered health practitioner (set out in a medical certificate), the team member is fit for work but advises against the team member performing her usual duties because of pregnancy-related illness or risks, or because of hazards connected with those usual duties, then Woolworths will either transfer the team member to a safe job (with no other changes to the team member's terms and conditions of employment); or if it is not reasonably practicable to transfer the team member to a safe job, then the team member will commence paid leave. This paid leave will be in addition to any leave entitlement the team member has, the team member will be paid as though they were on annual leave, and the period of paid leave ends on the earlier of:</p> <p>(a) the end of the period of illness or risk as specified in the medical certificate; or</p> <p>(b) the end of the day before the child's date of birth; or</p> <p>(c) the end of the day before the end of the pregnancy (if the pregnancy ends other than with the birth of a living child).</p>	
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		<p>C.3.5 Where a team member has been engaged to replace another team member who is on parental leave, such replacement team member will be informed of the temporary nature of their engagement and made aware of the rights of the team member on parental leave.</p> <p>C.3.6 A team member's line manager should consider a team member's family responsibilities when determining the return to work arrangements of a team member returning from parental leave. Where a team member wishes to return to work on different terms and conditions (for example, fewer hours per week) then Woolworths will genuinely consider any such requests and work with the team member to agree to suitable arrangements which will be documented in writing and a copy provided to the team member.</p>	
	<p>[s 71] The period of leave—other than for members of an employee couple who each intend to take leave <i>Application of this section</i> (1) This section applies to an employee who intends to take unpaid parental leave if: (a) the employee is not a member of an employee couple; or (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave</p> <p><i>Leave must be taken in a single continuous period</i> (2) The employee must take the leave in a single continuous period. Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p>(3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave may start up to 6 weeks before the expected date of birth of the child but must not start later than the date of birth of the child.</p> <p>(4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the</p>	<p>14.2 Pre-Natal and Pre-Adoption Leave</p> <p>14.2.1 a. A full-time or part-time team member who is pregnant or about to adopt a child, or whose spouse or partner is pregnant or about to adopt a child, may access their personal/carer's leave entitlement or unpaid leave for medical appointments associated with pregnancy or pre-adoption.</p> <p>14.2.2 Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.</p> <p>14.2.3 The team member will provide BIG W with notice as soon as practicable on each occasion of their requirement to take pre-natal or pre-adoption leave for pre-natal or pre-adoption appointments.</p> <p>14.2.4 Team members may be required to provide BIG W with proof of attendance at a medical appointment in accordance with the evidence requirements in clause 12.3.</p>	

	<p>date of birth of the child. When adoption-related leave must start</p> <p><i>When adopted-related leave must start</i></p> <p>(5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child. Leave may start later for employees whose spouse or de facto partner is not an employee</p> <p><i>Leave may start later for employees whose spouse or de facto partner is not an employee</i></p> <p>(6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:</p> <p>(a) the employee has a spouse or de facto partner who is not an employee; and</p> <p>(b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.</p> <p>Note: An employee whose leave starts under <u>subsection (6)</u> is still entitled under section 76 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see <u>subsection 76(7)</u>).</p> <p>is 72] The period of leave—members of an employee couple who each intend to take leave</p> <p><i>Application of this section</i></p> <p>(1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.</p> <p><i>Leave must be taken in single continuous period</i></p> <p>(2) Each employee must take the leave in a single continuous period.</p> <p>Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p>	<p>14.2.5 The actual time taken off to attend each appointment will be deducted from the team member's accrued personal/carer's leave entitlement and will be paid at the team members ordinary hours rate of pay. Such leave of absence will not break the team member's continuity of employment.</p>	
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	<p>Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).</p> <p><i>When birth-related leave must start</i></p> <p>(3) If the leave is birth-related leave:</p> <p>(a) one employee's period of leave must start first, in accordance with the following rules:</p> <p>(i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child--the period of leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the employer and employee so agree, but must not start later than the date of birth of the child;</p> <p>(ii) if subparagraph (i) does not apply--the period of leave must start on the date of birth of the child; and</p> <p>(b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).</p> <p><i>When adoption-related leave must start</i></p> <p>(4) If the leave is adoption-related leave:</p> <p>(a) one employee's period of leave must start on the day of placement of the child; and</p> <p>(b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).</p> <p><i>Limited entitlement to take concurrent leave</i></p> <p>(5) If one of the employees takes a period (the first employee's period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee's period of leave, if the concurrent leave complies with the following requirements:</p> <p>(a) the concurrent leave must not be longer than 8 weeks in total;</p> <p>(b) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;</p> <p>(c) unless the employer agrees, the concurrent leave must not start before:</p>		
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	<p>(i) if the leave is birth-related leave--the date of birth of the child; or (ii) if the leave is adoption-related leave--the day of placement of the child.</p> <p>(6) Concurrent leave taken by an employee: (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (3) or (4)).</p> <p>Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70</p>		
	<p>[s 73] Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth</p> <p><i>Employer may ask employee to provide a medical certificate</i></p> <p>(1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable): (a) a statement of whether the employee is fit for work; (b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of: (i) illness, or risks, arising out of the employee's pregnancy; or (ii) hazards connected with the position.</p> <p>Note: Personal information given to an employer under this <u>subsection</u> may be regulated under the <i>Privacy Act 1988</i> .</p> <p><i>Employer may require employee to take unpaid parental leave</i></p>		

	<p>(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:</p> <p>(a) the employee does not give the employer the requested certificate within 7 days after the request; or</p> <p>(b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or (c) the following subparagraphs are satisfied:</p> <p style="padding-left: 20px;">(i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);</p> <p style="padding-left: 20px;">(ii) section 81 does not apply to the employee.</p> <p>Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).</p> <p><i>When the period of leave must end</i></p> <p>(3) The period of leave must not end later than the earlier of the following:</p> <p>(a) the end of the pregnancy;</p> <p>(b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.</p> <p><i>Special rules about the period of leave</i></p> <p>(4) The period of leave:</p> <p>(a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and</p> <p>(b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)).</p> <p>Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.</p>		
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	<p>(5) The employee is not required to comply with section 74 in relation to the period of leave.</p> <p>Is 74] Employee must comply with notice and evidence requirements</p> <p><i>Notice</i></p> <p>(1) An employee must give his or her employer written notice of the taking of unpaid parental leave under section 71 or 72 by the employee.</p> <p>(2) The employee must give the notice to the employer:</p> <p>(a) at least:</p> <ul style="list-style-type: none"> (i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or (ii) if the leave is to be taken in separate periods of concurrent leave (see <u>paragraph 72(5)(b)</u>) and the leave is not the first of those periods of concurrent leave--4 weeks before starting the period of concurrent leave; or <p>(b) if that is not practicable--as soon as practicable (which may be a time after the leave has started).</p> <p>(3) The notice must specify the intended start and end dates of the leave.</p> <p><i>Confirmation or change of intended start and end dates</i></p> <p>(4) At least 4 weeks before the intended start date specified in the notice given under <u>subsection (1)</u>, the employee must:</p> <p>(a) confirm the intended start and end dates of the leave; or</p> <p>(b) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.</p> <p>(4A) <u>Subsection (4)</u> does not apply to a notice for a period of concurrent leave referred to in subparagraph (2)(a)(ii).</p> <p><i>Evidence</i></p> <p>(5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if</p>		
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	<p>required by the employer, give the employer evidence that would satisfy a reasonable person:</p> <p>(a) if the leave is birth-related leave--of the date of birth, or the expected date of birth, of the child; or</p> <p>(b) if the leave is adoption-related leave:</p> <p>(i) of the day of placement, or the expected day of placement, of the child; and</p> <p>(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.</p> <p>(6) Without limiting <u>subsection</u> (5), an employer may require the evidence referred to in <u>paragraph</u> (5)(a) to be a medical certificate.</p> <p><i>Compliance</i></p> <p>(7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.</p> <p>Note: Personal information given to an employer under this section may be regulated under the <u>Privacy Act 1988</u>.</p>		
	<p>[s 75] Extending period of unpaid parental leave—extending to use more of available parental leave period</p> <p><i>Application of this section</i></p> <p>(1) This section applies if:</p> <p>(a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the original leave period); and</p> <p>(b) the original leave period is less than the employee's available parental leave period; and</p> <p>(c) the original leave period has started.</p> <p>(2) The employee's available parental leave period is 12 months, less any periods of the following kinds:</p> <p>(a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);</p>		

	<p>(b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);</p> <p>(c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).</p> <p><i>First extension by giving notice to employer</i></p> <p>(3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.</p> <p>(4) Only one extension is permitted under subsection (3).</p> <p><i>Further extensions by agreement with employer</i></p> <p>(5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.</p> <p><i>No entitlement to extension beyond available parental leave period</i></p> <p>(6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.</p> <p>Is 76] Extending period of unpaid parental leave— extending for up to 12 months beyond available parental leave period</p> <p><i>Employee may request further period of leave</i></p> <p>(1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.</p> <p>Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).</p>		
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	<p><i>Making the request</i> (2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.</p> <p><i>Agreeing to the requested extension</i> (3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.</p> <p>(4) The employer may refuse the request only on reasonable business grounds.</p> <p>(5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.</p> <p><i>Discussion</i> (5A) The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.</p> <p><i>Special rules for employee couples</i> (6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section: (a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts; (b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts; (c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.</p>		
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	<p><i>No extension beyond 24 months after birth or placement</i> (7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.</p> <p>Is 77I Reducing period of unpaid parental leave If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.</p>		
	<p>Is 77AI Pregnancy ends (other than by birth of a living child) or child born alive dies <i>Application of this section</i> (1) This section applies to unpaid parental leave, if: (a) the leave is birth-related leave; and (b) either: (i) the pregnancy ends other than by the child being born alive; or (ii) the child dies after being born.</p> <p><i>Cancellation of leave</i> (2) Before the leave starts: (a) the employee may give the employer written notice cancelling the leave; or (b) the employer may give the employee written notice cancelling the leave.</p> <p>(3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.</p> <p><i>Return to work</i> (4) The employee may give the employer written notice that the employee wishes to return to work: (a) after the start of the period of leave, but before its end; and (b) within 4 weeks after the employer receives the notice.</p> <p>(5) The employer:</p>		

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	<p>(a) may give the employee written notice requiring the employee to return to work on a specified day; and (b) must do so if the employee gives the employer written notice under subsection (4); leave has not started and the employer cancels it under subsection (2).</p> <p>(6) The specified day must be after the start of the period of leave, and: (a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or (b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).</p> <p>(7) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.</p> <p><i>Interaction with section 77</i> (8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).</p>		
	<p>Is 78] Employee who ceases to have responsibility for care of child</p> <p>(1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.</p> <p>(1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).</p> <p>(2) The employer may give the employee written notice requiring the employee to return to work on a specified day.</p> <p>(3) The specified day:</p>		

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	<p>(a) must be at least 4 weeks after the notice is given to the employee; and (b) if the leave is birth-related leave taken by a female employee who has given birth—must not be earlier than 6 weeks after the date of birth of the child.</p> <p>(4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.</p>		
	<p>Is 79] Interaction with paid leave (1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave. Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.</p> <p>(2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.</p> <p>(3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.</p>		
	<p>Is 79A] Keeping in touch days (1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.</p> <p>(2) A day on which the employee performs work for the employer during the period of leave is a keeping in touch day if:</p>		

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	<p>(a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and</p> <p>(b) both the employee and the employer consent to the employee performing work for the employer on that day; and</p> <p>(c) the day is not within:</p> <p>(i) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or</p> <p>(ii) otherwise—42 days after the date of birth, or day of placement, of the child; and</p> <p>(d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.</p> <p><i>The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.</i></p> <p>Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.</p> <p>(3) The employee's decision whether to give the consent mentioned in paragraph (2)(b) is taken, for the purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.</p> <p>(4) For the purposes of paragraph (2)(d), treat as 2 separate periods of unpaid parental leave:</p> <p>(a) a period of unpaid parental leave taken during the employee's available parental leave period; and</p> <p>(b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.</p>		
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	<p>Is 79B] Unpaid parental leave not extended by paid leave or keeping in touch days If, during a period of unpaid parental leave, an employee:</p> <ul style="list-style-type: none"> (a) takes paid leave; or (b) performs work for his or her employer on a keeping in touch day; <p>have or performing that work does not have the effect of extending the period of unpaid parental leave.</p>		
	<p>Is 80] Unpaid special maternity leave <i>Entitlement to unpaid special maternity leave</i></p> <p>(1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:</p> <ul style="list-style-type: none"> (a) she has a pregnancy-related illness; or (b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child. <p><i>Notice and evidence</i></p> <p>(2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.</p> <p>(3) The notice:</p> <ul style="list-style-type: none"> (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (b) must advise the employer of the period, or expected period, of the leave. <p>(4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).</p>		

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	<p>(5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.</p> <p>(6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).</p>		
Transfer to a safe job	<p>Is 81] Transfer to a safe job</p> <p>(1) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the risk period) because of:</p> <p>(a) illness, or risks, arising out of her pregnancy; or</p> <p>(b) hazards connected with that position.</p> <p>(2) If there is an appropriate safe job available, then the employer must transfer the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.</p> <p>(3) An appropriate safe job is a safe job that has:</p> <p>(a) the same ordinary hours of work as the employee's present position; or</p> <p>(b) a different number of ordinary hours agreed to by the employee.</p> <p>(4) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.</p> <p>(5) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.</p> <p>(6) Without limiting subsection (1), an employer may require the evidence to be a medical certificate.</p>		

	<p>Is 81A] Paid no safe job leave</p> <p>(1) If:</p> <p>(a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and</p> <p>(b) the employee is entitled to unpaid parental leave; and</p> <p>(c) the employee has complied with the notice and evidence requirements of section 74 for taking unpaid parental leave;</p> <p>then the employee is entitled to paid no safe job leave for the risk period.</p> <p>(2) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.</p> <p>Is 82] Employee on paid no safe job leave may be asked to provide a further medical certificate</p> <p><i>Employer may ask employee to provide a medical certificate</i></p> <p>(1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.</p> <p><i>Employer may require employee to take unpaid parental leave</i></p> <p>(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:</p> <p>(a) the employee does not give the employer the requested certificate within 7 days after the request; or</p> <p>(b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.</p> <p><i>Entitlement to paid no safe job leave ends</i></p>		
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	<p>(3) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.</p> <p>(4) Subsections 73(3), (4) and (5) apply to the period of leave.</p> <p>Is 82A] Unpaid no safe job leave</p> <p>(1) If:</p> <p>(a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and</p> <p>(b) the employee is not entitled to unpaid parental leave; and</p> <p>(c) if required by the employer—the employee has given the employer evidence that would satisfy a reasonable person of the pregnancy; the employee is entitled to unpaid no safe job leave for the risk period.</p> <p>(2) Without limiting subsection (1), an employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.</p>		
<p>Consultation with employee on unpaid parental leave</p>	<p>Is 83] Consultation with employee on unpaid parental leave</p> <p>(1) If:</p> <p>(a) an employee is on unpaid parental leave; and</p> <p>(b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position; the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.</p> <p>(2) The employee's pre-parental leave position is:</p> <p>(a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or</p> <p>(b) if, before starting the unpaid parental leave, the employee:</p> <p>(i) was transferred to a safe job because of her pregnancy; or</p> <p>(ii) reduced her working hours due to her pregnancy;</p>		

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	the position the employee held immediately before that transfer or reduction.		
Return to work guarantee & Replacement employees	<p>[s 84] Return to work guarantee On ending unpaid parental leave, an employee is entitled to return to:</p> <p>(a) the employee's pre-parental leave position; or (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.</p> <p>[s 84A] Replacement employees Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:</p> <p>(a) that the engagement to perform that work is temporary; and (b) of the rights:</p> <p>(i) the employer; and (ii) the employee taking unpaid parental leave; have under subsections 77A(2) and (3) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and (c) of the rights the employee taking unpaid parental leave has under:</p> <p>(i) subsections 77A(4) to (6) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and (ii) section 84 (which deals with the return to work guarantee); and (d) of the effect of section 78 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).</p>		
Unpaid pre-adoption leave	<p>[s 85] Unpaid pre-adoption leave <i>Entitlement to unpaid pre-adoption leave</i> (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or</p>		

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	<p>examinations required in order to obtain approval for the employee's adoption of a child.</p> <p>(2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if: (a)the employee could instead take some other form of leave; and (b)the employer directs the employee to take that other form of leave.</p> <p>(3)An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as: (a)a single continuous period of up to 2 days; or (b)any separate periods to which the employee and the employer agree.</p> <p><i>Notice and evidence</i></p> <p>(4)An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.</p> <p>(5)The notice: (a)must be given to the employer as soon as practicable (which may be a time after the leave has started); and (b)must advise the employer of the period, or expected period, of the leave.</p> <p>(6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).</p> <p>(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).</p>		
Long service leave	<p>Is 113] Entitlement to long service leave <i>Entitlement in accordance with applicable award-derived long service leave terms</i></p>	16.3 Long service leave	

	<p>(1) If there are applicable award-derived long service leave terms (see subsection (3)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> <p>(2) However, subsection (1) does not apply if:</p> <p>(a) a workplace agreement, or an AWA, that came into operation before the commencement of this Part applies to the employee; or</p> <p>(b) one of the following kinds of instrument that came into operation before the commencement of this Part applies to the employee and expressly deals with long service leave:</p> <ul style="list-style-type: none"> (i) an enterprise agreement; (ii) a preserved State agreement; (iii) a workplace determination; (iv) a pre-reform certified agreement; (v) a pre-reform AWA; (vi) a section 170MX award; (vii) an old IR agreement. <p>(3) Applicable award-derived long service leave terms, in relation to an employee, are:</p> <p>(a) terms of an award, or a State reference transitional award, that (disregarding the effect of any instrument of a kind referred to in subsection (2)):</p> <ul style="list-style-type: none"> (i) would have applied to the employee at the test time (see subsection (3A)) if the employee had, at that time, been in his or her current circumstances of employment; and (ii) would have entitled the employee to long service leave; and <p>(b) any terms of the award, or the State reference transitional award, that are ancillary or incidental to the terms referred to in paragraph (a).</p> <p>(3A) For the purpose of subparagraph (3)(a)(i), the test time is:</p> <ul style="list-style-type: none"> (a) immediately before the commencement of this Part; or (b) if the employee is a Division 2B State reference employee (as defined in Schedule 2 to the Transitional 	<p>16.3.1 Team members are entitled to long service leave in accordance with applicable State or Territory legislation.</p> <p>16.3.2 Long service leave provisions for Broken Hill team members shall be as per the NSW Long Service Leave Act 1955, provided however that 13 weeks long service leave shall be granted at the end of 10 full complete years in lieu of 15 years as now set out in the NSW Long Service Leave Act 1955.</p> <p>16.3.3 In addition:</p> <ul style="list-style-type: none"> (a) Where the applicable State or Territory legislation does not permit long service leave at half pay, a team member may request to access unpaid leave equivalent to the period of long service leave requested in order to double the period of absence. (b) State and Territory legislation may provide that where a public holiday falls during a team member's period of taking paid long service leave, they are entitled to be re-credited that day of long service leave. Under this Agreement, where the applicable State or Territory legislation does not provide for such re-crediting, BIG W will re-credit the long service leave. 	
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	<p>Act)—immediately before the Division 2B referral commencement (as defined in that Schedule).</p> <p><i>Entitlement in accordance with applicable agreement-derived long service leave terms</i></p> <p>(4) If there are applicable agreement-derived long service leave terms (see subsection (5)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> <p>(5) There are applicable agreement-derived long service leave terms, in relation to an employee if:</p> <p>(a) an order under subsection (6) is in operation in relation to terms of an instrument; and</p> <p>(b) those terms of the instrument would have applied to the employee immediately before the commencement of this Part if the employee had, at that time, been in his or her current circumstances of employment; and</p> <p>(c) there are no applicable award-derived long service leave terms in relation to the employee.</p> <p>(6) If the FWC is satisfied that:</p> <p>(a) any of the following instruments that was in operation immediately before the commencement of this Part contained terms entitling employees to long service leave:</p> <ul style="list-style-type: none"> (i) an enterprise agreement; (ii) a collective agreement; (iii) a pre-reform certified agreement; (iv) an old IR agreement; and <p>(b) those terms constituted a long service leave scheme that was applying in more than one State or Territory; and</p> <p>(c) the scheme, considered on an overall basis, is no less beneficial to the employees than the long service leave entitlements that would otherwise apply in relation to the employees under State and Territory laws;</p> <p>y, on application by, or on behalf of, a person to whom the instrument applies, make an order that those terms of the instrument (and any terms that are</p>		
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	<p>ancillary or incidental to those terms) are applicable agreement-derived long service leave terms.</p> <p><i>References to instruments</i></p> <p>(7) References in this section to a kind of instrument (other than an enterprise agreement) are references to a transitional instrument of that kind, as continued in existence by Schedule 3 to the Transitional Act.</p> <p>[s 113A] Enterprise agreements may contain terms discounting service under prior agreements etc. in certain circumstances</p> <p>(1) This section applies if:</p> <p>(a) an instrument (the first instrument) of one of the following kinds that came into operation before the commencement of this Part applies to an employee on or after the commencement of this Part:</p> <ul style="list-style-type: none"> (i) an enterprise agreement; (ii) a workplace agreement; (iii) a workplace determination; (iv) a preserved State agreement; (v) an AWA; (vi) a pre-reform certified agreement; (vii) a pre-reform AWA; (viii) an old IR agreement; (ix) a section 170MX award; and <p>(b) the instrument states that the employee is not entitled to long service leave; and</p> <p>(c) the instrument ceases, for whatever reason, to apply to the employee; and</p> <p>(d) immediately after the first instrument ceases to apply, an enterprise agreement (the replacement agreement) starts to apply to the employee.</p> <p>(2) The replacement agreement may include terms to the effect that an employee's service with the employer during a specified period (the excluded period) (being some or all of the period when the first instrument applied to the employee) does not count as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is</p>		
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	<p>entitled, under this Division or under a law of a State or Territory.</p> <p>(3) If the replacement agreement includes terms as permitted by subsection (2), the excluded period does not count, and never again counts, as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under this Division or under a law of a State or Territory, unless a later agreement provides otherwise. This subsection has effect despite sections 27 and 29.</p> <p>(4) References in this section to a kind of instrument (other than an enterprise agreement) are references to a transitional instrument of that kind, as continued in existence by Schedule 3 to the Transitional Act.</p>		
<p>Fair Work Information Statement</p>	<p>Is 124] Fair Work Ombudsman to prepare and publish Fair Work Information Statement</p> <p>(1) The Fair Work Ombudsman must prepare a Fair Work Information Statement. The Fair Work Ombudsman must publish the Statement in the <i>Gazette</i>.</p> <p>Note: If the Fair Work Ombudsman changes the Statement, the Fair Work Ombudsman must publish the new version of the Statement in the <i>Gazette</i> .</p> <p>(2) The Statement must contain information about the following:</p> <ul style="list-style-type: none"> (a) the National Employment Standards; (b) modern awards; (c) agreement-making under this Act; (d) the right to freedom of association; (e) the role of the FWC and the Fair Work Ombudsman; (f) termination of employment; (g) individual flexibility arrangements; (h) right of entry (including the protection of personal information by privacy laws). <p>(3) The Fair Work Information Statement is not a legislative instrument.</p>		

	<p>(4) The regulations may prescribe other matters relating to the content or form of the Statement, or the manner in which employers may give the Statement to employees.</p> <p>[s 125] Giving new employees the Fair Work Information Statement</p> <p>(1) An employer must give each employee the Fair Work Information Statement before, or as soon as practicable after, the employee starts employment.</p> <p>(2) Subsection (1) does not require the employer to give the employee the Statement more than once in any 12 months.</p> <p>Note: This is relevant if the employer employs the employee more than once in the 12 months.</p>		
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