



# DECISION

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

**Woolworths Group Limited**  
(AG2019/975)

## **BIGW STORES AGREEMENT 2019**

Retail industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 17 SEPTEMBER 2019

*Application for approval of the BIGW Stores Agreement 2019.*

[1] An application has been made for approval of a single enterprise agreement titled the *BIGW Stores Agreement 2019* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Woolworths Group Limited (**Employer**).

[2] The Employer has provided an undertaking as to the definition of “shift-worker” under the Agreement. A copy of this undertaking dated 17 September 2019 is published with this decision and becomes a term of the Agreement. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant modern award) and that the undertaking will not result in any substantial change to the Agreement.

[3] The Shop, Distributive and Allied Employees Association (**SDA**) and the Australian Workers’ Union (**AWU**), being bargaining representatives of a registered employee organisation for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover each of them. In accordance with s.201(2) of the Act, I note the agreement covers these organisations.

[4] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am also satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is hereby approved and, in accordance with s.54 of the Act, will operate from 24 September 2019. The nominal term of the Agreement will expire on 24 September 2023.

[7] Further reasons for this decision will be published in due course.



DEPUTY PRESIDENT

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<AE505337 PR712486>



IN THE FAIR WORK COMMISSION

*Fair Work Act 2009 (Cth) ("FW Act")*

Matter number:

AG2019/975

Applicant:

Woolworths Group Limited (Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *BIG W Stores Agreement 2019* (Agreement)

Authorised representative:

Kari Samantha Johnson, Employee Services Manager

### Undertaking- Section 190

For and on behalf of the Employer, I, Kari Samantha Johnson:

1. declare that I have authority to give this undertaking on behalf of the Employer,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
  - a. Should the Employer engage shiftworkers at any time during the operation of the Agreement, the Employer will apply the definition of shiftworker contained in clause 32.2 of the *General Retail Industry Award 2010*.

Date Signed:

17 September 2019

For and on behalf of the Employer by:  
[In accordance with s.190(5) of the FW Act]

Samantha Johnson

Signature:

Witness Name:

Libby Radjenovic

Witness Signature:



# CORRECTION TO DECISION

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

**Woolworths Group Limited**  
(AG2019/975)

## **BIGW STORES AGREEMENT 2019**

Retail industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 19 SEPTEMBER 2019

*Application for approval of the BIGW Stores Agreement 2019 — correction to expiry date.*

[1] The decision issued by the Fair Work Commission on 17 September 2019 [[2019] FWCA 6474, AE505337] is corrected as follows:

- a) The expiry date in paragraph [6] is amended to be 5 May 2022.



DEPUTY PRESIDENT

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**BIGW**

# **Stores Agreement 2019**

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

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# 1. Introduction to the Agreement

## 1.1 What do I need to know about this Agreement?

- 1.1.1 This is the BIG W Stores Enterprise Agreement 2019 (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.

## 1.2 Who is covered by this Agreement?

- 1.2.1 This Agreement covers Woolworths Group Limited and Woolworths (South Australia) Pty. Ltd. trading as BIG W, including BIG W Optical (BIG W) and its team members, as defined within this Agreement in the classifications described in clause 3 and Appendix A.
- 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.

## 1.3 Who is a party to this Agreement?

- 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**):
- (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.

## 1.4 Relationship with Modern Award and National Employment Standards

- 1.4.1 Consistent with the Fair Work Act, while this Agreement applies to a team member, the relevant Modern Award does not apply at the same time.
- 1.4.2 The NES are a set of 10 legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the team member, the NES provision will apply to the extent of the inconsistency.

## 1.5 Displaying of this Agreement and communications

- 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.
- 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.

# 2 BIG W policies

## 2.1 What are BIG W's standards and policies?

- 2.1.1 BIG W aspires to be a great place to work and a great place to shop. We are all responsible for contributing to an environment where everyone at BIG W is treated with dignity, courtesy and respect. To ensure we do the right thing by our teams, our customers and our communities, BIG W has standards and policies that we expect our team members to follow at all times.
- 2.1.2 All team members at BIG W are required to read, understand and follow the Code of Conduct and all applicable BIG W policies. However, such policies are not incorporated into this Agreement or any team member's contract of employment. The Code of Conduct and all policies are available on the BIG W intranet, and may be updated from time to time.

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- 2.1.3 BIG W policies cover matters including (but not limited to) work health and safety, personal appearance, bullying, harassment, discrimination, workplace behaviours, diversity and inclusion, team member benefits and leave.
  - 2.1.4 Any team member who has a question about any BIG W policy can speak to their manager or contact BIG W Employee Services.

## **2.2 About work health and safety**

- 2.2.1 BIG W and its team members are committed to achieving and maintaining healthy and safe working conditions in all BIG W workplaces by abiding by all relevant Occupational Health and Safety legislation.
  - (a) This commitment will have the following objectives:
    - (i) To control workplace hazards at their source.
    - (ii) To reduce the incidence and costs of occupational injury and disease.
    - (iii) To provide an occupational rehabilitation system for workers affected by occupational injury or illness.
  - (b) BIG W and the SDA are committed to enabling all team members to receive appropriate OH&S Training. Occupational Safety representatives will be given paid leave to attend appropriate OH&S training courses as stipulated in the relevant state legislation.
  - (c) BIG W shall establish a consultative process for the Occupational Rehabilitation of team members affected by Occupational Injury and Illness. This process shall include the SDA where requested by the team member. This process aims to return these team members to their pre-injury status within the community, their families and their employment.
  - (d) Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect team members' health and safety, or when a decision is made to renovate a store, BIG W will consult with the team members concerned, the Health and Safety representatives, the Store Safety Committee and the SDA. This consultation will aim to identify and resolve potential health and safety problems.
  - (e) Nothing in clause 2.2 operates to remove, lessen, diminish or otherwise affect, in any way whatsoever, the operation and application of applicable Occupational Health and Safety, and Workers' Compensation, laws.

## **2.3 Team member safety and security**

- 2.3.1 Where practicable, BIG W will provide:
  - (a) lockers for team members to store their belongings. Lockers will be maintained and in good working order.
  - (b) dining accommodation with adequate seating and sufficient supply of hot water for team members.
- 2.3.2 If a team member has a safety concern when leaving the store after dark, the team member can request, and BIG W will provide, a safe escort to their mode of transport. In addition, where practicable, team members will be permitted to move their vehicle closer to the store entrance before dark.

## **2.4 Respectful workplace**

- 2.4.1 BIG W encourages a workplace culture where people are treated with respect. All team members are expected to follow BIG W policies in relation to expected workplace behaviour. BIG W expects our team members to treat fellow team members, customers and others with dignity, courtesy and respect.
- 2.4.2 Behaviours such as harassment (including sexual harassment), workplace bullying, violence and unlawful discrimination are unacceptable and will not be tolerated at BIG W. Any instances of inappropriate workplace behaviour should be reported to BIG W - team members are encouraged to speak up if something is not right. BIG W will take complaints seriously and handle them in accordance with our policies and procedures. This may include an investigation and the taking of disciplinary action.

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## 2.5 Diversity and inclusion

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

## 2.6 Reporting an issue

2.6.1 Team members should always feel free to ask questions, provide feedback and speak up when they feel that something isn't right. Team members can speak to their manager, contact BIG W Employee Services or consult the Code of Conduct for more reporting options. Team members may also contact their trade union or chosen representative if they need support.

# 3 What I need to know when I start work

## 3.1 What are the terms of my engagement?

3.1.1 BIG W will inform each team member, in writing, of the following when they start work:

- whether you are employed on a full time, part time or casual basis;
- what your classification is;
- for full time and part time team members, what your **standard roster** is – including the days, times and hours for you; and
- your base rate of pay.

## 3.2 What is the probationary period?

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

## 3.3 How do classifications apply?

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.

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.

3.3.3 BIG W will not require any team member, regardless of their classification, to clean toilets.

3.3.4 Below is a summary of the classifications and some of the example job titles that are included in each classification:

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"><li>Team Member</li></ul>
Retail Team Member Level 4	<ul style="list-style-type: none"><li>Supervisor</li><li>Cash Office</li><li>Optical Team Member</li></ul>

Higher duties and further classifications can be found at Appendix A.

## 4 The details of how I am paid

### 4.1 What is my rate of pay?

4.1.1 The following base rates of pay apply from the first full pay period after 1 May 2019.

Classification	Base rate of pay (hourly)	Weekly wage rate equivalent (base rate of pay x 38 hours)
Store Team Member Level 1	\$21.51	\$817.57
Store Team Member Level 4	\$23.12	\$878.59

Higher duties and further classification rates of pay can be found at Appendix A.

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

4.1.3 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 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.

### 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 rate 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 on or after)	Who	Increase amount
1 July 2019	All classifications	Team members will receive the equivalent Level rate in the <i>GRIA</i> (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	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	At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2021.

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.

### 4.3 What are the rates that apply to Juniors?

4.3.1 Any team member who is a Store Team Member Level 1 and is under the age of 20 will receive the following percentage of the base rate of pay for their relevant classification:

Age	% of adult Base Rate of Pay
16 years and under	50%
17 years	60%
18 years	70%
19 years	80%
20 years	100%

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

- 4.4.1 **Supported wages:** Supported wage arrangements for applicable team members are set out in Appendix F of this Agreement.

## 4.5 When will my wages be paid?

- 4.5.1 Wages for the week (Monday to Sunday) will be paid on the same day of each week by electronic funds transfer, within 3 days of the end of each pay period. BIG W will only change the pay day if there is a public holiday that impacts bank trading. In this instance, BIG W will give team members at least 4 weeks' written notice, specifying the changed pay day, which will be as close to the normal pay day as possible.
- 4.5.2 Wages will be paid according to the actual hours worked each week, less applicable tax. In the case of full-time team members who work a 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.
- 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.

## 4.6 Superannuation

- 4.6.1 On behalf of eligible team members, BIG W will make monthly superannuation contributions of (currently) 9.5% of the team member's Ordinary Time Earnings or such other percentage consistent with the Superannuation Guarantee (Administration) Act 1992 (Cth), on behalf of eligible team members.
- 4.6.2 BIG W will pay such contributions into the team member's nominated superannuation fund, or if no nomination has been made, into the default fund which is the Retail Employees Superannuation Trust ("REST") which is an industry superannuation fund for the retail industry. If a team member wants to nominate REST as their fund of choice, no choice form is required, and contributions will be made into REST as the default fund.
- 4.6.3 Team members can nominate any superannuation fund that offers an approved MySuper product in accordance with the Superannuation Industry (Supervision) Act 1993 (Cth). A team member can nominate their fund of choice by completing the applicable form.
- 4.6.4 A team member can change their superannuation fund nomination at any time during their employment with BIG W by notifying BIG W in writing using the applicable form.
- 4.6.5 Further information about superannuation is set out in Appendix B.

# 5 What allowances or reimbursements are paid?

## 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 claim system for submitting reimbursement claims.
- 5.1.4 The allowances and reimbursements that apply under this Agreement are provided in the tables below.

## 5.2 Allowances table:

Allowance	Application
<b>Special clothing allowance</b>	<p>Where a team member is required to wear or use protective gear, this will be provided, maintained, repaired, laundered and replaced (when required) by 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 members for outdoor work.</p> <p>Where BIG W requires a team member to wear special clothing such as a uniform, dress or other clothing, 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>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> <p>a) For a full time team member, \$6.25 per week. b) For a part time or casual team member, \$1.25 per shift.</p>
<b>First aid allowance</b>	Where a team member holds an appropriate first aid qualification and is appointed by BIG W to perform first aid duty, they will be paid an allowance of \$10.89 each week.
<b>Transport allowance</b>	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.
<b>Recall allowance</b>	<p>Unless otherwise agreed, where a team member is called back to work for any reason, before or after completing their normal rostered shift or on a day that they did not work (for example, for some unforeseen emergency, including needing to reset an alarm), the team member will be paid at the appropriate overtime rate for all hours worked, with a minimum of 3 hours on each occasion.</p> <p>The time worked will be calculated from the time the team member leaves home until the time they return home, taking a direct route. Team members may be required to provide evidence of the time taken.</p>
<b>Higher duties allowance</b>	<p>Team members engaged for more than 2 hours during one day or shift, on duties carrying a higher rate than their ordinary classification (in accordance with Appendix A), will 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>
<b>Broken Hill allowance</b>	A team member working in the County of Yancowinna in New South Wales (Broken Hill) will, in addition to all other payments, be paid an hourly allowance of \$0.94.
<b>Northern Territory allowance</b>	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 member's ordinary rate of pay. This amount will not increase along with wages.

### 5.3 Reimbursement table:

Reimbursement	Application
<b>Travelling time reimbursement</b>	<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>
<b>Excess travelling costs reimbursement</b>	<p>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.</p>
<b>Relocation of team member reimbursement</b>	<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 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.</p>
<b>Transport of team members reimbursement</b>	<p>Where:</p> <ul style="list-style-type: none"> <li>• a team member starts or finishes work after 10.00pm, or prior to 7.00am on any day; and</li> <li>• the team member's regular means of transport is not available; and</li> <li>• following reasonable attempts to do so, the team member is unable to arrange their own alternative transport;</li> </ul> <p>then 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.</p> <p>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.</p> <p>Provided always that a team member may elect to provide their own transport.</p>

## 6 When do we work?

### 6.1 What are the span of hours?

6.1.1 The ordinary hours of work for all team members may be worked within the following span of hours:

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

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



- (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.

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.

## 6.2 What penalty rates apply?

Days of the week	Hours	Full time and part time rates of pay	Casual rates of pay (penalty rates are inclusive of 25% casual loading)
Monday to Friday	7:00am to 6:00pm	Base rate	Base rate + 25%
	6:00pm to 11:00pm	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%
Saturday	7:00am to 11:00pm	Base rate + 25%	From commencement: Base rate + 40% From first full pay period on or after 1 October 2019: Base rate + 45% From first full pay period on or after 1 March 2020: Base rate + 50%
Monday to Saturday	11:00pm to 7:00am	First 3 hours: Base rate + 50% Additional hours in this span over 3 hours: Base rate + 100%	First 3 hours: Base rate + 75% Additional hours in this span over 3 hours: Base rate + 125%
Sunday	Midnight to 9:00am	Base rate + 100%	Base rate + 125%
	9:00am to 11:00pm	From 1 July 2018 to 30 June 2019: Base rate + 80% From 1 July 2019 to 30 June 2020: Base rate + 65% From 1 July 2020: Base rate + 50%	From 7 January 2019 to 30 June 2019: Base rate + 85% From 1 July 2019: Base rate + 75%
	11:00pm to midnight	Base rate + 100%	Base rate + 125%

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

## 6.3 Award mirroring - Sunday penalty rates

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.



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## 7 What breaks do I get?

### 7.1 Meal and rest breaks

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
More than 5 hours	1 x 15 minutes	1 x 45-60 minutes (30 minutes by agreement)
7 hours and up to 10 hours	2 x 15 minutes	1 x 45-60 minutes (30 minutes by agreement)
More than 10 hours	2 x 15 minutes	2 x 45-60 minutes (30 minutes by agreement)

### 7.2 Principles around breaks

- 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).
- 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 member's meal break.
- 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.
- 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.
- 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.
- 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 unreasonably impacting on customer service. Team members working in serviced areas may keep bottled water with them, subject to any food safety requirements.
- 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").

### 7.3 Breaks between work periods

- 7.3.1 All team members will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- 7.3.2 Where a team member recommences work without having had 12 hours off work, 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.
- 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.

## 8 How and when I work

### 8.1 Standard rosters for full time and part time team members

- 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:

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

8.1.2 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 either in hard copy or electronically.

## 8.2 Rostering principles – full time team members

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

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

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

Rostering principle	Team member entitlement
Minimum number of hours per day	4 hours
Maximum number of hours per day	9 hours (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 - refer clause 7.3.3)
Maximum number of days each week	5 days (or 6 days in one week, if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative 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).  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).
Maximum number of hours in a 4-week roster cycle	152 hours
Maximum days in a 4-week roster cycle	19 days (or 20 by written agreement)

8.2.3 All rosters for full time team members will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle, unless specific agreement exists between 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:

- (a) one shorter day a fortnight (less than 4 hours on one day);
- (b) one shorter day a week (less than 6 hours on one day); or
- (c) a slightly shorter day every day (7.6 hour day on every day rostered).

8.2.4 A 19-day standard roster should not be unnecessarily different to an alternative 20-day roster.

8.2.5 Any team member working a 20-day standard roster can elect, at any time, to convert to a 19-day roster by giving BIG W 4 weeks' notice.

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 cannot be made a condition of employment that the team member make such a request. The team member can terminate such agreement by giving 4 weeks' written notice to BIG W.

### 8.3 Rostering principles – part time team members

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

Rostering principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours (up to 11 hours on one day each week - refer clause 7.3.3)
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, if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative options may apply subject to clause 8.3.3)  At least once each fortnight: 2 consecutive days off which are either Fri/Sat, Sat/Sun or Sun/Mon (or alternate options may apply subject to clause 8.3.3)  A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (or alternate options may apply subject to clause 8.3.3)
Maximum number of hours in a 4-week roster cycle	144 hours
Maximum days in a 4-week roster cycle	20 days

8.3.2 A part time team member's contract hours will be an agreed number of hours, between 36 and 144 hours per 4-week cycle.

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 team member make such a request. The team member can terminate such agreement by giving 4 weeks' written notice to BIG W.

### 8.4 Part time flex-up - additional hours

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.

8.4.2 Additional hours are offered on a voluntary basis in addition to the part time team member's existing standard roster. 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.

- 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.
- 8.4.4 Additional hours will be paid at the part time team member's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
- 8.4.5 A part time team member will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of 144 hours in any 4-week cycle without the payment of overtime rates.
- 8.4.6 In the event a part time team member cannot work any agreed additional hours due to illness or injury, the team member is entitled to use personal leave in accordance with clause 12.
- 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).

## 8.5 Permanent increase in contract hours or conversion to full time employment

- 8.5.1 Once a part time team member has been working additional hours for at least one year, the team member can elect to increase their contract hours by the average number of additional hours worked each week in the previous 52 weeks (excluding any hours worked as part of a fixed-term contract arrangement under clause 10, and excluding any time rostered outside of this Agreement).
- 8.5.2 BIG W will then increase the team member's contract hours and adjust the team member's standard roster to add the new hours at times and days suitable to the team member, subject to the operational needs of BIG W.
- 8.5.3 A team member can elect to increase their contract hours on a yearly basis at the end of each further 52-week period if the team member is continuing to accept additional hours on top of their contract hours.
- 8.5.4 In exceptional circumstances that have given rise to a period where BIG W does not have additional hours to roster (including a renovation or refurbishment, a natural disaster or the entry of new competition), BIG W can delay the implementation of an increase to a team member's contract hours by up to 3 months.
- 8.5.5 If, under this provision, a part time team member works additional hours and over a period of time increases their contract hours to 36 hours per week, and they work 36 hours per week for one year, then the team member may elect to become a full time team member working 38 hours per week.

## 8.6 Rostering principles – Casual team members

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

Rostering principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 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

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- 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.
- 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.
- 8.6.4 A casual team member will receive at least 3 hours' notification to cancel a rostered shift or they shall be paid for the minimum shift engagement, i.e. 3 hours.
- 8.6.5 A casual team member is expected to attend 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.
- 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, BIG W must let the team member know about the change as efficiently as practicable which may be by phone, voicemail, text message, email, in person or via an application or any other method of communication that the team member prefers.
- 8.6.7 If a casual team member needs to temporarily change their availability so as not to be rostered in order 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.

## 8.7 Casual conversion to permanent employment

- 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.
- 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.
- 8.7.3 A regular casual team member who has worked an average of at least 10 hours per week, but less than 38 ordinary hours per week, in the period of 12 months' casual employment may request to have their employment converted to part time employment, consistent with the pattern of hours previously worked.
- 8.7.4 Any request for casual conversion must be in writing and provided to BIG W.
- 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. The request may only be refused on reasonable grounds and after there has been consultation with the team member.
- 8.7.6 Reasonable grounds for refusal include:
- (a) Where it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full time or part time team member in accordance with the provisions of this Agreement – that is, the casual team member is not truly a regular casual team member;
  - (b) Where it is known or reasonably foreseeable that:
    - (i) the team member's position will cease to exist within the next 12 months;
    - (ii) the hours of work which the team member is required to perform will be significantly reduced in the next 12 months;
    - (iii) there will be a significant change in the days and/or times at which the team member's hours of work are required to be performed in the next 12 months; or
    - (iv) the team member's availability will change significantly in the next 12 months.
- 8.7.7 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.

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- 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.
- 8.7.9 Where it is agreed that a regular 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:
- (a) the form of employment to which the team member will convert – that is, full time or part time employment;
  - (b) if it is agreed that the team member will become a part time team member, the matters referred to in clause 8.1.1; and
  - (c) the date the conversion will take effect (which will be the commencement of the next pay cycle following agreement being reached, unless otherwise agreed).
- 8.7.10 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.
- 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.
- 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.
- 8.7.13 BIG W will provide all new casual team members with a copy of the provisions of this clause (which can include giving the team member a copy of this Agreement, or a link to an electronic copy of this Agreement) within the first 12 months of their engagement with 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.

## **8.8 How is my roster changed?**

- 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.
- 8.8.2 BIG W will not frequently change a team member's standard roster.
- 8.8.3 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.
- 8.8.4 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' notice, 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 clause 20. In the meantime, the team member's roster remains unchanged until the dispute is resolved.
- 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.
- 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.

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## 8.9 What are BIG W's obligations when making roster changes?

- 8.9.1 Where BIG W proposes to introduce a change to the 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) and their representatives (if any) about the proposed change.
- 8.9.2 The relevant team member(s) 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.
- 8.9.3 BIG W must recognise a team member's (or team members') representative, if:
- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
  - (b) the team member or team members advise BIG W of the identity of the representative.
- 8.9.4 As soon as practicable after proposing to introduce the change, BIG W must:
- (a) discuss with the relevant team member the introduction of the change; and
  - (b) for the purposes of the discussion, provide to the relevant team members:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what BIG W reasonably believes will be the effects of the change on the team members; and
    - (iii) information about any other matters that BIG W reasonably believes are likely to affect the team members; and
    - (iv) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.9.5 BIG W is not required to disclose confidential or commercially sensitive information to the relevant team members.
- 8.9.6 BIG W must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- 8.9.7 For the purposes of this clause, "**relevant team member**" does not include casual team members whose working hours are irregular, sporadic or unpredictable.
- 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.

## 8.10 Request for flexible working arrangements

- 8.10.1 Team members can make a written request to BIG W to change their working arrangements due to the following circumstances:
- (a) the team member is the parent, or has responsibility for the care, of a child who is of school-age or younger;
  - (b) the team member is a **carer**;
  - (c) the team member has a disability;
  - (d) the team member is 55 or older;
  - (e) the team member is experiencing violence from a member of the team member's family;
  - (f) the team member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing violence from another member their family.
- 8.10.2 A team member is not entitled to make the request unless:
- (a) the team member has completed at least 12 months of continuous service with BIG W immediately before making the request; and
  - (b) if the team member is casual, they have a reasonable expectation of continuing employment by BIG W on a regular and systematic basis.



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- 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:
- (a) the needs of the team member arising from their circumstances;
  - (b) the consequences for the team member if changes in working arrangements are not made; and
  - (c) any reasonable business grounds for refusing the request.
- 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.
- 8.10.5 If BIG W refuses the request, the written response must include details of the reasons for the refusal, including the business grounds for the refusal and how the grounds apply.
- 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.
- 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:
- (a) 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
  - (a) if BIG W can offer the team member such changes in working arrangements, set out those changes in working arrangements.
- 8.10.8 BIG W may only refuse the request on reasonable business grounds which include the following:
- (a) that the request would be too costly or likely to result in a significant loss in efficiency or productivity;
  - (b) that there is no capacity, or it is impractical, to change the working arrangements of other team members, or recruit new team members, to accommodate the request;
  - (c) that the request would be likely to have a significant negative impact on customer service.

## 9 Overtime

### 9.1 What is reasonable overtime?

- 9.1.1 BIG W can require a team member to work reasonable overtime, at overtime rates, in accordance with this clause.
- 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 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.

### 9.2 Overtime for full time team members

- 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;



- (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 38 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.

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.

### 9.3 Overtime for part time team members

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;
- (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.

9.3.2 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.

### 9.4 Overtime for casual team members

9.4.1 Casual team members will be paid overtime for all hours worked outside of the rostering principles in clause 8.6, 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;
- (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.

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.

### 9.5 What are the overtime rates of pay?

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

Day	First 3 hours of overtime % of base rate		Subsequent hours of overtime % of base rate	
	Full time and part time team members	Casual team members (includes Casual Loading)	Full time and part time team members	Casual team members (includes Casual Loading)
Monday to Saturday inclusive	150%	175%	200%	225%
Sunday	200%	225%	200%	225%
Public Holidays	250%	275%	250%	275%

### 9.6 Overtime meal allowance

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.

9.6.2 If the overtime worked exceeds 4 hours, a further meal allowance of \$16.57 will be paid.

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- 9.6.3 The meal allowances payable under this clause must never be less than the equivalent allowance in the *General Retail Industry Award*.

## **9.7 Time Off In Lieu of overtime (TOIL)**

- 9.7.1 A team member can elect, with the agreement of BIG W, to take time off in lieu (TOIL) of payment for overtime.
- 9.7.2 The period of TOIL the team member can take will be taken at the overtime equivalent. For example, if a team member worked 1 hour of overtime on a weekday, the overtime payment would have been 150% of the ordinary rate, equivalent to 1.5 hours of ordinary work. Therefore, the team member gets 1.5 hours of TOIL for 1 hour of overtime worked.
- 9.7.3 The TOIL must be taken within 6 months after the overtime is worked, at a time or times agreed by the team member and BIG W. If the TOIL has not been taken within 6 months of the overtime being worked, BIG W will pay the TOIL to the team member.
- 9.7.4 The team member can request, at any time after reaching an agreement to take TOIL, to be paid the TOIL instead.
- 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.
- 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.

# **10 Temporary or fixed-term engagement**

## **10.1 Fixed term or temporary engagement**

- 10.1.1 BIG W can employ new team members or existing team members on a fixed-term part time or full time contract for the purpose of temporarily covering the absence of an existing part time or full time team member (for example, while a permanent team member is on parental or annual leave). Entry into a fixed-term contract is voluntary, and BIG W will provide team members with basic terms and conditions of a fixed-term contract before it is entered into, including the proposed start and end dates.
- 10.1.2 A fixed-term contract may be between one month and 52 weeks in duration. Provided that the minimum engagement may be 2 weeks where the sole purpose is the replacement of a team member on annual leave or personal leave. A parental leave cover fixed-term contract can be up to 104 weeks in duration.
- 10.1.3 A fixed-term contract cannot run consecutively, except where the contract is being extended for the purposes of an extension to parental leave.
- 10.1.4 A team member on a fixed-term part time or full time contract will receive all of the benefits that apply to permanent team members under this Agreement.
- 10.1.5 Where an existing team member accepts a fixed-term contract, they will continue to accrue all of their entitlements for the duration of the fixed term, based on the number of hours worked. At the conclusion of the fixed-term contract, the existing team member is entitled to return to their previous position without disadvantage and without breaking continuity of employment.
- 10.1.6 Where a casual team member accepts a fixed-term contract for part time or full time employment, they will accrue all appropriate entitlements. Any outstanding annual leave balance at the end of the fixed term will be paid to the team member if they revert to casual status.
- 10.1.7 Hours worked on a fixed-term contract are not taken into consideration when calculating average weekly hours for the purposes of casual or part time conversion under this Agreement.

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# 11 Annual leave

## 11.1 Leave Entitlements

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

Full time team members	4 weeks of annual leave for each year of continuous service
Part time team members	4 weeks of annual leave for each year of continuous service on a pro-rata basis calculated based on ordinary hours of work (for example, a part time team member who works 20 hours per week for one year will accumulate 80 hours of annual leave that year – the equivalent of 4 weeks work for that team member)
Casual team members	Not entitled to paid annual leave

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

## 11.2 Taking annual leave

11.2.1 Annual leave will be taken at a time mutually agreed by BIG W and the team member. Consideration will be given to team members requests for leave to coincide with their partners' or spouses' leave. Team members are encouraged to plan and notify BIG W of their annual leave as far as possible in advance.

11.2.2 Annual leave will be taken as agreed between the team member and BIG W in either:

- (a) a single period of 4 weeks; or
- (b) such other periods as mutually agreed.

## 11.3 Annual leave approval

11.3.1 BIG W shall consider and respond to a team member's annual leave request within 2 weeks from an application being correctly submitted. Such requests will not be unreasonably refused. If no response is given, then the annual leave will be deemed to be approved.

## 11.4 Excessive accrued annual leave

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

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

11.4.3 Appendix D sets out the process for BIG W to direct a team member who has excessive annual leave accrual to take paid annual leave, and also the process for a team member to require BIG W to grant a paid leave request to the team member.

## 11.5 Payment of annual leave and annual leave loading

11.5.1 A team member will receive payment for annual leave in their normal pay cycle during the leave period.

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.

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## 11.6 Annual leave on termination

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

## 11.7 “Cashing out” of annual leave

- 11.7.1 A team member who has an accrued annual leave entitlement in excess of 4 weeks, may make an application to “cash out” a period of paid annual leave. BIG W may approve such application subject to the following:
- (a) The team member must retain a paid annual leave entitlement of at least 4 weeks;
  - (b) Each “cashing out” of annual leave must be by a separate agreement, in writing, between BIG W and the team member. If the team member is under 18 years of age, the request must be signed by the team member’s parent or guardian;
  - (c) The team member will be paid the amount that would have been payable had the team member taken that period of leave;
  - (d) The team member’s annual leave entitlement will be reduced accordingly; and
  - (e) A maximum of 2 weeks accrued paid annual leave may be cashed out in any period of 12 months.

## 11.8 Annual leave “at half pay”

- 11.8.1 BIG W wants to support team members to take additional time off and so we offer the option of taking annual leave “at half pay”.
- 11.8.2 When a team member applies for leave “at half pay”, they are applying for a period of paid leave and an equal period of unpaid leave. These periods of leave are taken one after the other, and pay for the paid leave period is averaged over the full leave period.
- 11.8.3 This means that while team members are on leave “at half pay” they will:
- (a) receive half their normal annual leave entitlement pay each week; and
  - (b) accrue half of the leave they would normally accrue (because they are only accruing for the paid half of the leave period).
- 11.8.4 Annual leave “at half pay” must be taken in 2 week increments to a maximum of 4 periods, i.e. 8 weeks in total (which would use 4 weeks of accrued annual leave).
- 11.8.5 Team members can take annual leave “at half pay” if:
- (a) all accessible long service leave has been exhausted; and
  - (b) they have 8 weeks’ accrued annual leave or less.
- 11.8.6 Public holidays that fall during the paid annual leave half of a leave “at half pay” period will be paid in accordance with clause 11.1.2. Public holidays that fall during the unpaid half of a leave “at half pay” period will be unpaid.

## 11.9 Illness/injury or accessing other during annual leave

- 11.9.1 A team member who is ill or injured during a period of annual leave (and would not have been able to attend work), or who is entitled to any other leave under this Agreement or the NES (except unpaid leave) may apply to have annual leave re-credited for the period of illness or injury, or for the period that the team member was entitled to be on other leave, upon the team member producing documentation in accordance with clause 12.3.1 below, or by producing documentation in accordance with the relevant leave clause in this Agreement.
- 11.9.2 To facilitate the re-crediting of annual leave, it will be necessary for BIG W to deduct the value of any leave loading (in the form of the 17.5% loading, or penalty rates, or shift loading paid in accordance with clause 11.5) for the period of leave re-credited from the team member’s weekly earnings. This may occur in a current or future pay cycle.

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## 11.10 Close-down

- 11.10.1 If reasonable alternative work cannot be found, BIG W may require a team member to take annual leave as part of a close-down of its operations. If this is required, BIG W will give the team member 4 weeks' notice before the period of leave is to commence.

# 12 Personal and carer's leave

## 12.1 Personal leave entitlement

- 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.
- 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.
- 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.
- 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.
- 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.
- 12.1.6 Full time and part time team members are entitled to use 24 hours of their accrued personal leave entitlement per year to attend to personal matters, including blood donor leave.

## 12.2 Taking paid personal leave

- 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.

## 12.3 Documentation

- 12.3.1 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:

<b>Period of Absence in any calendar year (Paid and unpaid Personal Leave)</b>	<b>Documentation that may be required</b>
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.

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## 12.4 Paid carer's leave

- 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.

## 12.5 Unpaid carer's leave

- 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.
- 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.
- 12.5.3 Casual team members are entitled to unpaid carer's leave under this clause.

## 12.6 Leave entitlements exhausted

- 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.

# 13 Compassionate leave

## 13.1 Compassionate leave entitlement

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

Where the absence is due to:	The maximum number of days of paid compassionate leave 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 a personal illness or sustains a personal injury that poses a serious threat to his or her life.	2 days (which can be taken as a single unbroken period of 2 days or 2 non-consecutive days as agreed)

- 13.1.2 For the purposes of this clause:
- (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.
- 13.1.3 In addition to Clause 13.1.1, 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.
- 13.1.4 In addition to Clause 13.1.1, 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.

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- 13.1.5 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 that would satisfy a reasonable person of the illness, injury or death of the member, and which otherwise meets the requirements of the Act.
  - 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.
  - 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.

## 14 Parental leave

### 14.1 Entitlement to parental leave

- 14.1.1 Parental leave supports team members who provide primary care or share in the care of their newborn or newly adopted child.
- 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.
- 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.
- 14.1.4 For clarity, the Woolworths Parental Leave Policy is not incorporated into this Agreement.
- 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 Appendix provides guaranteed minimum standards for team members under this Agreement.

### 14.2 Pre-natal and pre-adoption leave

- 14.2.1 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.
- 14.2.2 Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.
- 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.
- 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.
- 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.

## 15 Family and domestic violence leave

### 15.1 Purpose of family and domestic violence leave

- 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.



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## 15.2 Entitlement to paid and unpaid leave

- 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.
- 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
  - (d) is not paid out on termination of employment if unused.
- 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.
- 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.
- 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, regardless of 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.
- 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.
- 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 it is not appropriate to notify their manager, or if the team member does not feel comfortable doing so in a particular circumstance, the team member should instead notify BIG W Employee Services or the relevant Culture & People Partner/Manager.
- 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, Doctor, District Nurse, Maternal and Child Health Care Nurse, Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence.
- 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; and
  - (d) any other appropriate measures including those available under existing provisions for flexible working arrangements.

## 15.3 Confidentiality

- 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.

## 15.4 Family and domestic violence definitions

- 15.4.1 For the purposes of this clause:
- (a) **"family and domestic violence"** means violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and causes them to be fearful.



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- (b) **“family member”** means:
    - (i) a spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the team member; or
    - (ii) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of the team member; or
    - (iii) a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.

## 16 Other leave

### 16.1 Jury service

- 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, payment will be made for the whole of the absence required and not limited to the first 10 days of absence.
  - (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.
  - (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.
  - (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.

### 16.2 Natural disaster leave

- 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.
- 16.2.2 A full time or part time team member is entitled to receive up to 3 days' paid leave at their base rate of pay if there is a reasonable and justified reason that a team member is unable to attend work due to a natural disaster. Provided that such leave may be extended by agreement with BIG W in extenuating circumstances.
- 16.2.3 Casual team members are entitled to unpaid natural disaster leave.

### 16.3 Long service leave

- 16.3.1 Team members are entitled to long service leave in accordance with applicable State or Territory legislation.
- 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.
- 16.3.3 In addition:
  - (a) Where the applicable State or Territory legislation does not permit long service leave at half pay, a team member may request to access unpaid leave equivalent to the period of long service leave requested in order to double the period of absence.
  - (b) State and Territory legislation may provide that, where a public holiday falls during a team member's period of taking paid long service leave, they are entitled to be re-credited that day of long service leave. Under this Agreement, where the applicable State or Territory legislation does not provide for such re-crediting, BIG W will re-credit the long service leave.

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## 16.4 Community service leave

- 16.4.1 Permanent team members shall be entitled to up to 2 weeks' leave per year if they are a member of recognised voluntary services including the Defence Force Reserve, SES or Fire Fighting.
- 16.4.2 If a team member is a member of the Defence Force Reserves, this leave is for the purpose of attending approved training camps. If a team member is a member of any other recognised voluntary services, the purpose of this leave is to attend to emergency situations.
- 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 for the difference between the amount received for Defence Leave and the team member's ordinary rate of pay.
- 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.
- 16.4.5 Casual team members are entitled to unpaid community leave.

## 16.5 Unpaid Leave

- 16.5.1 Unpaid Leave shall mean an approved leave of absence which, whilst not exhaustive, may include:
- (a) a team member who is studying and requires time to attend exams or participate in annual school holidays;
  - (b) a team member who wishes to travel overseas or interstate for an extended period;
  - (c) a team member who requires time off to care for a sick or injured close relative;
  - (d) a team member who wishes to return to studies on a full time basis; or
  - (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.
- 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; and
  - (e) the terms of (a) above may be waived by agreement between BIG W and a team member.

# 17 Public holidays

## 17.1 Working or not working on public holidays

- 17.1.1 In this Agreement, public holiday has the same meaning as in the NES.
- 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.
- 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 location where the team member works, and cannot be required to work if they do not volunteer to work.

- 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.
- 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 public holiday and the original day or part-day is not a public holiday.
- 17.1.6 Depending on whether a team member works on a public holiday or not, the following entitlements will apply:

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 <b>OR</b> team member can request TOIL or an equivalent day of annual leave instead	Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster (without penalty rates or loadings)
Full time or part time team member whose standard roster would <b>NOT</b> include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates <b>OR</b> 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

- 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 prior to the roster change.

## 17.2 Public holiday penalty rates

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

Team member	Public holiday pay rate
Full time and part time members	Base rate + 125%
Casual team members	Base rate + 150% (inclusive of casual loading)

## 17.3 Time Off In Lieu (TOIL)

- 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:
- 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
  - an additional day or equivalent time added to their annual leave balance.
- 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 when 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.

## 17.4 Engagement across two days

- 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 a team member who is not required to work or who elects not to work on a public holiday shift shall be entitled to be absent without loss of pay.

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## 17.5 Part-day public holidays

- 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. 7:00pm to midnight on a given day).
- 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.
- 17.5.3 However, minimum daily engagement rostering principles in clauses 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 team member from 5:00pm to 8:00pm, in which case, assuming the holiday is from 7:00pm to midnight, clause 17.1.6 will only apply to the hour from 7:00pm to 8:00pm).

## 17.6 Voluntary work on Christmas Eve, New Year's Eve and Easter Sunday

- 17.6.1 Work after 6:00pm on Christmas Eve, after 6:00pm 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, is subject to the following:
- (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
  - (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.
- 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 6:00pm 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.

## 17.7 Christmas Day - where not a public holiday

- 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.
- 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.

## 17.8 SDA Union Picnic Day (NSW)

- 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 an SDA Union Picnic Day in NSW on the first Tuesday in November each year. Work on this day is voluntary.
- 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.
- 17.8.3 Where a full time or part time team member volunteers to work on SDA Union Picnic Day in NSW, such team members shall be entitled to the following provisions:
- (a) another day off without loss of pay;
  - (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 BIG W and the team member;
  - (c) where a team member's employment terminates prior to the taking of such alternate day, the team member shall receive an additional day's pay on termination.
- 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.

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## 18 Ending employment

### 18.1 Notice of termination of full time and part time team members by the Company

18.1.1 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:

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

18.1.2 Team members over 45 years of age shall receive an additional week's notice.

18.1.3 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.

18.1.4 Payment in lieu of notice shall be calculated using team members' weekly ordinary time earnings in accordance with the Fair Work Act 2009.

18.1.5 In the case of serious misconduct, a team member may be instantly dismissed and will only be paid up to the time of dismissal.

18.1.6 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.

18.1.7 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) the team member was an existing team member before the specific period, in which case they will revert to their previous employment status.

### 18.2 Team member resignation

18.2.1 The minimum notice of termination given by a team member, other than casual, shall be the following;

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

18.2.2 A team member can request to give less notice and BIG W will not unreasonably refuse such a request.

18.2.3 If a team member fails to give the required period of notice, BIG W can withhold from the team member's final pay their base rate of pay for the hours they would usually work during the weeks' notice not given. This shall not apply to their NES entitlements.

18.2.4 Casual team members can resign without notice.

### 18.3 Abandonment of employment

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

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

## 18.4 Time off during notice period

18.4.1 Where BIG W has given notice to a team member of intended termination, the team member shall be allowed time off without loss of pay for a cumulative period of up to 1 day per month for the purpose of seeking other employment. Such time off shall be taken at times that are convenient to the team member after consultation with their manager.

## 18.5 Statement of employment

18.5.1 BIG W shall, when requested, provide to the team member a written statement specifying the period of the employment and the classification of, or the type of work performed by the team member.

## 18.6 Redundancy

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.

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.

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;

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

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.

## 18.7 Redundancy Pay

18.7.1 In addition to the period of notice required for termination of employment (clause 18.1), in the event a permanent team member's role is made redundant and their employment is terminated as a result, they will be entitled to the following redundancy pay.

Period of Continuous Service	Number of Weeks' Pay	
	Team member under the age of 45	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

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## 18.8 Transfer to lower paid duties

- 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.

## 18.9 Team member leaving during the notice period

- 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.

## 18.10 Job search entitlement

- 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.
- 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.

## 18.11 Change to redundancy pay

- 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 Woolworths Group Limited related entity on terms and conditions that are substantially similar to, and overall no less favourable than, the team member's terms and conditions of employment immediately before the termination, including the requirement that the new employer recognises the team member's service with BIG W.
- 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.

## 18.12 Variation of redundancy pay for other employment or incapacity to pay

- 18.12.1 In circumstances other than a transfer of business, if Woolworths:
- (a) obtains other acceptable employment for the team member; or
  - (b) cannot pay an amount of redundancy pay;
- 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 amount of redundancy pay payable to a team member under clause 18.7 will be so reduced.

# 19 Workplace change and consultation

## 19.1 Consultation regarding major workplace change

- 19.1.1 This clause does not apply to changes to rosters or hours of work, which is covered under clause 8.

## 19.2 BIG W to notify

- 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



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must notify the team members who may be affected by the proposed changes, the trade unions, and their representatives (if any).

- 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.
- 19.2.3 The relevant team members may appoint a trade union or other person as their representative for the purposes of this clause.
- 19.2.4 BIG W must recognise a team member’s (or team members’) representative, if:
- (a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
  - (b) the team member or team members advise BIG W of the identity of the representative.

### 19.3 BIG W to discuss change

- 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):
- (a) the introduction of the change referred to in clause 19.2.1;
  - (b) the effects the changes are likely to have on team members;
  - (c) measures that BIG W is taking to avert or mitigate the adverse effects of such changes on team members; and
  - (d) for the purposes of the discussion, provide, in writing, to the relevant team members:
    - (i) all relevant information about the change, including the nature of the change;
    - (ii) information about what BIG W reasonably believes will be the effects of the change on the team members;
    - (iii) information about any other matters that BIG W reasonably believes are likely to affect the team members; and
    - (iv) an invitation to the relevant team members to give their views about the impact of the change.
- 19.3.2 BIG W is not required to disclose confidential or commercially sensitive information to the relevant team members.
- 19.3.3 BIG W must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- 19.3.4 For the purposes of this clause, “**relevant team members**” means the team members who may be affected by a change.

## 20 Resolving disputes

### 20.1 Parties to discuss

- 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 the first instance, at the workplace level between the team member (or members) and their relevant supervisors or management.
- 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.



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- 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.
- 20.1.4 If, following escalation under clause 20.1.3, the dispute remains unresolved, the matter may be referred to a senior representative of BIG W (such as the relevant Employee Relations Manager, Head of Workplace Relations or General Manager) for further discussion.

## **20.2 Referral to FWC**

- 20.2.1 If the dispute still remains unresolved, either party may refer the dispute to the FWC for resolution.
- 20.2.2 The FWC may deal with a dispute in two stages:
- (a) the FWC will first attempt to resolve the dispute through conciliation;
  - (b) where the matter cannot be resolved by conciliation, at the request of one or both parties, the FWC may arbitrate the dispute.
- 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:
- (a) Convene conciliation conferences of the parties or their representatives at which the FWC is present;
  - (b) Require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;
  - (c) Request, but not compel, a person to attend and/or give evidence at proceedings;
  - (d) Request, but not compel, a person to produce documents; and/or
  - (e) Where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement.
- 20.2.4 Any determination by the FWC, following an arbitration, must be in writing and must give reasons for the determination.
- 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.
- 20.2.6 If FWC permits, the parties are entitled to be represented, including by legal representatives, in any proceedings under this clause.
- 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.

## **20.3 Continuation of work**

- 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.

# **21 Individual flexibility arrangements**

## **21.1 BIG W and team member may make an individual flexibility arrangement**

- 21.1.1 BIG W and any team member whose employment with BIG W has commenced, and is covered by this Agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters: arrangements about when work is performed; overtime rates; penalty rates; allowances; leave loading; and
  - (b) the arrangement meets the genuine needs of BIG W and team member in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by BIG W and team member without coercion or duress.

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## 21.2 Terms of the individual flexibility arrangement



- 21.2.1 BIG W must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the team member being better off overall than the team member would be if no arrangement was made.
- 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, including their parent/guardian if they are under 18 years of age.
- 21.2.3 BIG W must ensure that the written individual flexibility arrangement includes details of:
- (a) the terms of the Agreement that will be varied by the arrangement;
  - (b) how the arrangement will vary the effect of the terms;
  - (c) how the team member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (d) the date on which the arrangement commences.
- 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.
- 21.2.5 BIG W or team member may terminate the individual flexibility arrangement:
- (a) by giving up to 28 days' written notice to the other party to the arrangement; or
  - (b) if BIG W and team member agree in writing - at any time.

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## 22 Signature page

### 22.1 Signatories to the Agreement

Signed for and on behalf of Woolworths Group

 ..... (Signature)  
 ..... (Date)

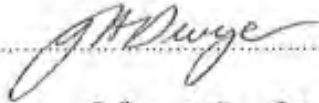

Mandy Flatley

General Manager, Culture & People

1 Woolworths Way, Bella Vista NSW 2153

Who is duly authorised to sign this Agreement on behalf of BIG W/Woolworths Group Limited

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

 ..... (Signature)  
 ..... (Date)


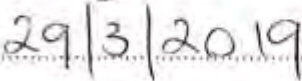
Gerard Dwyer

National Secretary

Level 6, 53 Queen Street, Melbourne Vic 3000

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

Signed for and on behalf of the Australian Workers Union

 ..... (Signature)  
 ..... (Date)

Stephen Baker

Branch Secretary

Level 12, 333 Adelaide Street, Brisbane Qld 4000

Who is duly authorised to sign this Agreement on behalf of the Australia Workers Union

The background is a solid dark blue color. There are four large, semi-transparent blue circles of varying sizes scattered across the page. One is at the top center, one is on the left side, one is at the bottom left, and one is on the right side.

# Appendices

# Appendix A - Classifications & Higher Duties Grades

## A.1 Classification Descriptions

The table below sets out the classifications and higher duties grades that apply to this Agreement.

Level 1	<ol style="list-style-type: none"> <li>1. A team member performing one or more of the following functions in BIG W:             <ul style="list-style-type: none"> <li>● the receiving and preparation for sale and or display of goods in or about any shop;</li> <li>● the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions for sale;</li> <li>● the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;</li> <li>● the sale or hire of goods by any means;</li> <li>● the receiving, arranging or making payment by any means;</li> <li>● the recording by any means of a sale or sales;</li> <li>● the wrapping or packing of goods for despatch and the despatch of goods;</li> <li>● the delivery of goods;</li> <li>● window dressing and merchandising;</li> <li>● loss prevention;</li> <li>● demonstration of goods for sale;</li> <li>● the provision of information, advice and assistance to customers;</li> <li>● the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;</li> <li>● all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; or</li> <li>● work which is incidental to or in connection with any of the above.</li> </ul> </li>   <li>2. 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.</li>   <li>3. Indicative job titles which are usually within the definition of Level 1 are:             <ul style="list-style-type: none"> <li>● Shop Assistant,</li> <li>● Checkout Operator,</li> <li>● Store Worker,</li> <li>● Reserve Stock Hand,</li> <li>● Driver,</li> <li>● LPO,</li> <li>● Photographic Employee,</li> <li>● Store Greeter,</li> <li>● Assembler,</li> <li>● Ticket Writer (Not Qualified),</li> <li>● Trolley Collector,</li> <li>● Telephone Order Salesperson and,</li> <li>● Demonstrator and/or Merchandiser not elsewhere classified.</li> </ul> </li> </ol> <p><b>Clerical Assistant Level 1</b>            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"> <li>1. Team members at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.</li> <li>2. Such team members perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.</li> <li>3. Team members 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 team member may be required to give assistance to less experienced team members in the same classification.</li> <li>4. Indicative typical duties and skills at this level may include:             <ul style="list-style-type: none"> <li>● reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;</li> <li>● maintenance of basic records;</li> <li>● filing, collating, photocopying etc;</li> <li>● handling or distributing mail including messenger service;</li> </ul> </li> </ol>
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	<ul style="list-style-type: none"> <li>● recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or</li> <li>● the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Clerical Officer Level 2.</li> </ul>
Level 2	<ol style="list-style-type: none"> <li>1. A team member performing work in BIG W at a higher skill level than Level 1.</li> <li>2. Indicative job titles which are usually within the definition of Level 2 include: <ul style="list-style-type: none"> <li>● Forklift Operator,</li> <li>● Ride on Equipment Operator.</li> </ul> </li> </ol>
Level 3	<ol style="list-style-type: none"> <li>1. A team member performing work in BIG W at a higher level than a Level 2.</li> <li>2. Indicative of the tasks which might be required at this level are the following: <ul style="list-style-type: none"> <li>● Supervisory assistance to a designated section manager or team leader,</li> <li>● Opening and closing of premises and associated security,</li> <li>● Security of cash.</li> </ul> </li> <li>3. Indicative job titles which are usually within the definition of Level 3 include: <ul style="list-style-type: none"> <li>● Machine operators,</li> <li>● 2IC to Dept Manager,</li> <li>● Senior Salesperson,</li> <li>● Driver Selling Stock,</li> <li>● Cook (Not Qualified) in a cafeteria,</li> <li>● Senior LPO, including an armed LPO,</li> <li>● LPO Supervisor,</li> <li>● Designated second-in-charge of a section (i.e. Senior Sales Assistant),</li> <li>● Designated second-in-charge to a service supervisor, or</li> <li>● Person employed alone, with responsibilities for the security and general running of a shop.</li> </ul> </li> </ol>
Level 4	<ol style="list-style-type: none"> <li>1. A team member performing work in BIG W at a higher level than Level 3.</li> <li>2. Indicative of the tasks which might be required at this level are the following: <ul style="list-style-type: none"> <li>● Management of a defined section/department,</li> <li>● Supervision of up to 15 sales staff (including self),</li> <li>● Stock control, or</li> <li>● Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.</li> <li>● An team member who is required to utilise the skills of a trades qualification for the majority of the time in a week</li> </ul> </li> <li>3. Indicative job titles which are usually within the definition of a Level 4 include: <ul style="list-style-type: none"> <li>● An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments,</li> <li>● An team member 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,</li> <li>● An team member 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,</li> <li>● A Qualified Auto Parts and Accessories Salesperson,</li> <li>● A Window Dresser (Cert III or equivalent experience),</li> <li>● A Boot/Shoe Repairer (Cert III),</li> <li>● Section/Department manager with up to 2 team members (including self),</li> <li>● Service Supervisor of up to 15 team members,</li> <li>● Nightfill Supervisor/Leader.</li> </ul> </li> </ol> <p><b>Clerical Officer Level 2</b></p> <ol style="list-style-type: none"> <li>1. Clerical Officer Level 2 means a team member accountable for clerical and office tasks as directed within the skill levels set out. <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> <li>● 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 team members at a lower level and/or provide assistance to less experienced team members at the same level.</li> </ul> </li> </ol>

	<p>2. Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>● Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.</li> <li>● Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.</li> <li>● Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.</li> <li>● Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.</li> <li>● Copy typing and audio typing.</li> <li>● 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.</li> <li>● Computer application involving use of a software package which may include one or more of the following functions: create new files and records; spreadsheet/worksheet; graphics; accounting/payroll file; following standard procedures and using existing models/fields of information.</li> <li>● Arrange routine travel bookings and itineraries, make appointments.</li> <li>● Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.</li> </ul>
Level 5	<p>1. A team member performing work in or in connection with in BIG W operations at a higher level than a Level 4.</p> <p>2. Indicative job titles which are usually within the definition of a Level 5 include:</p> <ul style="list-style-type: none"> <li>● A tradesperson in charge of other tradespersons within a section or department,</li> <li>● Service Supervisor (more than 15 team members).</li> </ul>
Level 6	<p>1. A team member performing work in or in connection with BIG W at a higher level than a Level 5.</p> <p>2. Indicative job titles which are usually within the definition of a Level 6 include:</p> <ul style="list-style-type: none"> <li>● Section/Department manager with 5 or more team members (including self),</li> <li>● Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management),</li> <li>● Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections.</li> </ul> <p><b>Clerical Officer Level 3</b></p> <p>1. Clerical Officer Level 3 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"> <li>● Team members at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Team members 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.</li> <li>● 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 team members in Levels 1 and 2 and would be able to train such team members by means of personal instruction and demonstration.</li> </ul> <p>2. Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● 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.</li> <li>● 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.</li> <li>● 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).</li> <li>● Application of specialist terminology/processes in professional offices.</li> </ul>

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## A.2 Classifications & Higher Duties Grades Base Rate of Pay

A.2.1 The following base rates of pay apply from the first full pay period after 1 May 2019.

<b>Classification</b>	<b>Base rate of pay (hourly)</b>	<b>Weekly wage rate equivalent (base rate of pay x 38 hours)</b>
Store Team Member Level 1	\$21.51	\$817.57
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.



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## 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 to widen eligibility for superannuation contributions, BIG W will pay the higher contribution.
- B.1.2 BIG W will make superannuation contributions on behalf of eligible team members in accordance with the relevant legislation.

### B.2 Absence from work

- 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:
- 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;
- B.2.3 The team member remains employed by BIG W and is eligible to receive superannuation.

### B.3 Superannuation contributions whilst on unpaid parental leave

- B.3.1 Should BIG W pay superannuation contributions to a team member whilst on unpaid parental leave, then it will be calculated based on the team member's contracted hours and base rate of pay at the time of taking a period of unpaid parental leave.

### B.4 Additional superannuation contributions – post-tax

- 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 superannuation is paid into, this must be done in writing using the form provided on the portal on the intranet.

### B.5 Additional superannuation contributions – salary sacrifice

- 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).
- 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.
- 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.
- 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 such form or application as advised by BIG W.

### B.6 Additional superannuation and relationship with wages

- B.6.1 Any amount paid by BIG W on behalf of the team member under clause B.3 or B.4 is deemed to be paid in satisfaction of BIG W's obligation to pay the team member's wages set out in the Agreement.

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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 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.

## **B.7 Entitlement to Woolworths Super – savings**

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.

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## Appendix C - Parental leave

### C.1 Purpose of this Appendix

- C.1.1 The Fair Work Act requirements always apply to team members as stated in the Act.
- 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.
- 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.

### C.2 Minimum provisions

- 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/carer's leave.
- 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.
- 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).
- C.2.4 Team members returning to work from parental leave may request, and Woolworths may agree, to return on fewer hours than their contract provided before they went on parental leave, either permanently or for a period of time up to their child's second birthday. Any request made by a team member for a flexible return to work will be considered, taking into account the team member's position and the operational needs of the business.
- C.2.5 A team member may return to work earlier than expected by agreement with Woolworths. In these circumstances, Woolworths may not be in a position to return the team member to the position they were in before commencing parental leave in situations where a replacement team member has been contracted to perform their role. In such circumstances, the team member will return to an alternative role and revert to their prior role on, or before, their original expected date of return to work.
- C.2.6 Team members should apply for parental leave at least 10 weeks before their anticipated due date or date of adoption, and provide at least 4 weeks' notice of their intention to return to work or extend their period of leave.

### C.3 Provisions

- C.3.1 Parents may take up to 8 weeks of unpaid parental leave together immediately after the birth or placement of their child.
- C.3.2 If a team member has a pregnancy-related illness or has been pregnant and the pregnancy has ended due to the loss of the baby within 28 weeks before the anticipated date of birth, the team member is entitled to take unpaid parental leave for the period specified by the team member's medical practitioner.
- C.3.3 By agreement between Woolworths and a team member, a team member may be engaged to perform work on a casual basis during periods of parental leave.
  - (a) Such work will:
    - (i) be paid at the appropriate casual hourly rate;
    - (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.
    - (iii) not extend the period of parental leave beyond the approved period of leave.

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- (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.
- 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 their usual duties because of pregnancy-related illness or risks, or because of hazards connected with those usual duties, 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:
- (a) the end of the period of illness or risk as specified in the medical certificate;
  - (b) the end of the day before the child's date of birth; or
  - (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).
- 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.
- 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.

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## Appendix D - Excess annual leave

### D.1 Excessive accrued annual leave

- (a) A team member has an excessive annual leave accrual if the team member has accrued more than 8 weeks' paid annual leave.
- (b) If a team member has an excessive leave accrual, BIG W or the team member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause D.2 sets out how BIG W may direct a team member who has an excessive leave accrual to take paid annual leave.
- (d) Clause D.3 sets out how a team member who has an excessive leave accrual may require BIG W to grant paid annual leave requested by the team member.

### D.2 Excessive leave accruals: direction by BIG W that leave be taken

D.2.1 If BIG W has genuinely tried to reach agreement with a team member under clause 11.2 but agreement is not reached (including because the team member refuses to confer), BIG W may direct the team member in writing to take one or more periods of paid annual leave.

D.2.2 However, a direction by BIG W under clause D.2.1:

- (a) is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
- (b) must not require the team member to take any period of paid annual leave of less than 1 week;
- (c) must not require the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (d) must not be inconsistent with any leave arrangement agreed by BIG W and the team member.

D.2.3 The team member must take paid annual leave in accordance with a valid direction under clause D.2.1.

D.2.4 A team member who has been directed to take leave may request to take a period of paid annual leave as if the direction had not been given, and this may result in the direction ceasing to have effect if it reduces the team member's leave balance.

### D.3 Excessive leave accruals – request by team member for leave

D.3.1 If a team member has genuinely tried to reach agreement with BIG W under clause 13.3, but agreement is not reached (including because BIG W refuses to confer), the team member may give a written notice to BIG W requesting to take one or more periods of paid annual leave.

D.3.2 However, a team member may only give a notice to BIG W under clause D.3.1 if:

- (a) the team member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- (b) the team member has not been given a direction under clause D.2.1 that, when any other paid annual leave arrangements are taken into account, would eliminate the team member's excessive leave accrual.

D.3.3 A notice given by a team member under clause D.3.1 must not:

- (a) if granted, result in the team member's remaining accrued entitlement to paid annual leave being, at any time, less than 6 weeks when any other paid annual leave arrangements are taken into account;
- (b) provide for the team member to take any period of paid annual leave of less than 1 week;
- (c) provide for the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- (d) be inconsistent with any leave arrangement agreed by BIG W and the team member.

D.3.4 A team member is not entitled to request, by a notice under clause D.3.1, more than 4 weeks' paid annual leave in any period of 12 months.

D.3.5 BIG W must grant paid annual leave requested by a notice under clause D.3.1.

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## Appendix E - Savings

- E.1 With the exception of 1 July 2019, every team member is entitled to at least half of every pay increase.
- 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 a team member 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 team member. In all other circumstances, provided the team member continues to be employed on a continuous and unbroken basis by BIG W in any capacity, this savings provision will apply.
- 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 a team member 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 team member. In all other circumstances, provided the team member continues to be employed on a continuous and unbroken basis by BIG W in any capacity, this savings provision will apply.
- 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.
- (a) 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 a Sunday at the new store.
  - (b) 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.
  - (c) 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 period, the Sunday work would cease and the team member's right to refuse to work on Sundays would remain unimpaired.
- 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.

### E.6 Buy-out of saving

- 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 buy-out agreement must be recorded in writing.

### E.7 Accident make up pay – Victoria and Western Australia only

- 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.
- 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.

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## Appendix F - Supported wages

### F.1 Introduction

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 *General Retail Industry Award* and this Agreement.

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](http://www.jobaccess.gov.au)

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

### F.2 Eligibility criteria

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 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.

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.

### F.3 Supported wage rates

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:

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

F.3.2 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*.

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

#### **F.4 Assessment of capacity**

- 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.
- 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.

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

- 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 BIG W (or its agent) with the Fair Work Commission.
- F.5.2 All SWS wage assessment agreements must be agreed to 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.

#### **F.6 Review of assessment**

- 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.

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

- 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.

#### **F.8 Workplace adjustment**

- F.8.1 If BIG W employs team members under the conditions in this appendix, BIG W will take reasonable steps to make any 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.

#### **F.9 Trial period**

- 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.
- 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.
- F.9.3 The minimum amount payable to the team member during the trial period must be no less than \$86 per week.
- F.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- F.9.5 Where BIG W and the team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 4.



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## Appendix G - Security guidelines

### G.1 Security Guidelines

- G.1.1 These guidelines deal with situations where a team member is being investigated by BIG W for engaging in a suspected dishonest practice (e.g. theft).
- G.1.2 These guidelines recognise that BIG W has a right to protect its property and that team members have a right to be afforded due process and be treated with respect.

### G.2 Interviewing team members

- G.2.1 BIG W has a right to conduct interviews with team members provided there is reasonable belief that the team member has engaged in a dishonest practice.
- G.2.2 Before asking questions of the team member, BIG W will caution the team member in the following terms: "You are not obliged to say anything unless you wish to do so, but what you say may be put into writing and given in evidence".
- G.2.3 After giving this caution, BIG W will invite the team member to have a witness attend the interview. The witness must be chosen by the team member, but cannot be a person involved in the subject of the interview.
- G.2.4 During the course of the interview, everyone involved will conduct themselves in a courteous manner toward one another.
- G.2.5 Where a security investigation involves a team member remaining on the premises outside of the team member's working time, the team member shall be paid overtime, for all time so spent.
- G.2.6 As a general principle, team members who have been interviewed with regards to a security matter should not be transferred to another workplace (unless they agree), have a change of duties or sustain any disciplinary action until the security investigation has been completed.

### G.3 Cash shortages

- G.3.1 Team members whose duties involve the handling of money shall not be held responsible for the repayment of any shortages. This provision shall not affect BIG W's right to take such disciplinary or legal action as it considers necessary.

### G.4 Security checks of bags, parcels and/or lockers

- G.4.1 BIG W is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.
- G.4.2 Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or the team member has given permission for such search to take place in his or her absence.
- G.4.3 Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member to be present during such proposed search or check.

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## Appendix H - Definitions

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

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

**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.

**BIG W** means the retail operations of 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, trading as BIG W.

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

**Continuous service** means a period of unbroken service with BIG W by a team member.

**Child** means a child in respect of which:

- (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.

**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.

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

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

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

**Immediate Family Member** means a team member's:

- (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
- (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.

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

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

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

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

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**RDO** means a rostered day off.

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

**Retail Operations** means BIG W retail business, including stores, online and home delivery services.

**Spouse** means a domestic partner, whether married or de-facto.

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

**Team members** where used in this Agreement means an employee of BIG W covered by this Agreement regardless of their job title.

**Trade union** means the following registered organisations:

- 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.

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

**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.





IN THE FAIR WORK COMMISSION

*Fair Work Act 2009 (Cth) ("FW Act")*

Matter number:

**AG2019/975**

Applicant:

**Woolworths Group Limited (Employer)**

Application:

**Section 185 – Application for approval of a single enterprise agreement, namely the *BIG W Stores Agreement 2019* (Agreement)**

Authorised representative:

**Kari Samantha Johnson, Employee Services Manager**

### Undertaking- Section 190

For and on behalf of the Employer, I, Kari Samantha Johnson:

1. declare that I have authority to give this undertaking on behalf of the Employer,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
  - a. Should the Employer engage shiftworkers at any time during the operation of the Agreement, the Employer will apply the definition of shiftworker contained in clause 32.2 of the *General Retail Industry Award 2010*.

Date Signed:

17 September 2019

For and on behalf of the Employer by:  
[In accordance with s.190(5) of the FW Act]

Samantha Johnson

Signature:

Witness Name:

Libby Radjenovic

Witness Signature: