



PROPOSED NEW BIG W AGREEMENT 2023

Following extensive negotiations between the SDA and Big W the proposed Big W Stores Enterprise Agreement 2023 is ready for you to consider.

The proposed Agreement delivers an outcome consistent with the SDA's log of claims and has been endorsed by SDA Delegates. The proposal contains:

- ✓ Improved pay rates
- ✓ Pay rises for everyone
- ✓ An extra week of leave available or higher pay
- ✓ 4 day work week (by agreement)
- ✓ More opportunity for more part time hours
- ✓ A Right to Care clause
- ✓ Process to deal with workload
- ✓ Leave improvements
- ✓ Maintain hard won SDA conditions

This document contains a summary of the differences between the proposed Agreement and the current Big W Stores Agreement 2019.

If approved by team members, the proposed Agreement will commence on either 18 March 2024 or 9 weeks after approval by the Fair Work Commission (FWC). The nominal expiry date is 1 October 2027.

Copies of the proposed Agreement are available in the tea room.

Please read this information carefully and if you have any questions about the proposal, please speak to your SDA Delegate, SDA Organiser or call the SDA.

✓ VOTING

Voting will occur online from
**Friday 17 November -
Monday 27 November 2023.**

Voting will be conducted
by Corpvote.
Make sure you have your say.

WAGES AND BOOSTED LEAVE (EXTRA WEEK OF LEAVE)

The increases to wages over the life of the proposed Agreement are as follows.

Year	Standard Wage Increase	Additional “Boosted Leave” Pay Increases	Cumulative value of the additional pay increases
1 July 2024	The % that is awarded by the Fair Work Commission in its Annual Wage review every year.	+0.25%	0.25%
1 July 2025		+0.5%	0.75%
1 July 2026		+0.5%	1.25%
1 July 2027		+0.75%	2%

BOOSTED LEAVE

In addition to the wage increase the SDA wins at the Fair Work Commission in the Annual Wage Review, you will also receive “Boosted Leave” or the additional pay increase.

The Boosted Leave pay increases are wage increases you can keep in your pay or use to help access extra leave.

Permanent workers can choose to access Boosted Leave as follows:

Date	Extra Leave (Boosted Leave)
From 1 July 2025	2 days (15.2 hours)
From 1 July 2026	3 days (22.8 hours)
From 1 July 2027	5 days (38 hours)

If you choose to take the leave, the value of the boosted leave will be offset from your pay each week.

For example:	2 days = 0.8% offset from your weekly pay	5 days = 2% offset from your weekly pay
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KEY POINTS

- » From 2025, each year, permanent team members will elect to either keep their Boosted Leave for the financial year commencing on 1 July or retain the value in their base rate of pay.
- » Part time team members get Boosted Leave pro-rated according to their contracted hours.
- » From 2025 on the first pay period in each financial year permanent team members who elected to keep Boosted Leave will have the full amount credited and available to them.
- » Boosted Leave can be taken at a time mutually agreed by BIG W and the team member. It can be taken in whole or part days and will not be unreasonably refused.
- » Untaken Boosted Leave is paid out to the team member at the end of each financial year (or when you finish employment).
- » Casuals are paid the value of the leave in their base rate of pay.
- » The value of the additional leave is offset against the team members pay throughout the financial year in equal weekly amounts.
- » The additional leave is paid at the base rate of pay. Allowances, loadings, penalties, overtime do not apply.
- » If a team member finishes employment and has taken more boosted leave than has been offset against their pay, the outstanding balance can be deducted from their termination pay.
- » Superannuation contributions are not made when additional leave is taken because it is made on the earnings in the pay period when the offset was applied.

CLASSIFICATIONS

The current Agreement includes a 2 level classification structure (Store Team Member Level 1 and Store Team Member Level 2) with further General Retail Industry Award (GRIA) classifications in Appendix A.

The proposed Agreement contains a 4 level classification structure.

All relevant classifications are now contained in the body of the Agreement.

Retail Employee Level 1

Store Team Member Level 1 & Clerical Assistant Level 1

Inventory Routines, Fill, Service Desk, Check Outs, Customer Service, Online Fulfilment, Customer Champion, Online duties ie Pick & Pack, Merchandising, Planogram, Ticketing, Home Entertainment, Party, Store Tidy, Fitting Rooms, Books, Cosmetics, & Admin Support, Cleaning (including bathrooms).

Retail Employee Level 2

Store Team Member Level 2

Forklift Operator
Ride on Equipment Operator.

Retail Employee Level 4

Store Team Member Level 4 & Clerical Officer Level 2

Supervisor (less than 15 including self)
Cash Office

Retail Employee Level 6

Store Team Member Level 6 & Clerical Officer Level 3

Leading the Store - Accountable for assisting in leading the store team.

ROSTERING RIGHTS

RIGHT TO CARE

Based on an extensive survey conducted by the SDA on the work and care responsibilities of retail workers, the SDA made a claim for the inclusion of a Right to Care provision. As a result, the proposed Agreement contains a Right to Care clause.

The clause contains several Work and Care principles including that Big W recognises:

- » The challenges that team members face when balancing their work and caring commitments.
- » That team members have commitments outside work and different caring responsibilities
- » That there are benefits for both team members and Big W when caring responsibilities are accommodated.
- » The benefits of meaningful hours of work as well as secure, predictable and stable working hours.

4 DAY WEEK OPTION FOR FULL TIME AND PART TIME TEAM MEMBERS BY AGREEMENT

Full time team members and part time team members who work an average of 5 days per week may, by agreement, work their ordinary hours over 4 days in a week.

Roster rules for a 4-day week include:

Roster rule	Full time	Part time
Max hours per day	9.5 hours	9.5 hours on up to 3 days per week
Weekend shifts expected	Up to 4 weekend shifts (i.e. a Saturday or Sunday) over the 4 week roster cycle. More by agreement.	Up to 3 weekend shifts (i.e. a Saturday or Sunday) over the 4 week roster cycle. More by agreement.
Max days per 4 week cycle	16 days	16 days

ROSTERING RIGHTS

OPPORTUNITY FOR MORE HOURS FOR PART-TIMERS

If Big W proposes to change a part time team member's roster, they must also discuss opportunities to increase the team member's contract hours based on the average weekly hours they have worked over the past 12 months.

To assist this discussion, Big W must provide the team member with information on the average additional hours they have worked in the past 12 months.

Additional Hours and Overtime

The proposed Agreement clarifies when a part time team member, who works additional hours/ flex up, is entitled to overtime. They are entitled to overtime for working:

- » In excess of 144 hours over the 4 week roster cycle
- » In excess of 9 hours per day (except on 1 day in a week where a shift may be 11 hours)
- » In excess of 38 hours per week
- » Outside the span of hours (except when worked in accordance with clause 6.1.3)
- » In excess of 6 consecutive days
- » More than 1 engagement per day

SHIFT SWAP

The proposed Agreement includes a shift swap provision. A team member may arrange to swap an individual shift with another team member. Any shift swap arrangement must be:

- » Genuinely agreed by both team members
- » Compliant with the provisions of the Agreement
- » Not result in any additional expense to Big W
- » Be approved by the appropriate manager by at least the day prior to the start of the shift or by agreement less notice may apply

DISPLAYING ROSTERS

Rosters for each team member for each day of the week can now also be communicated by electronic means (i.e. the workjam app).

ROSTERING OUTSIDE SPAN OF HOURS

The proposed Agreement clarifies that work outside the span of hours may be treated as part of the team member's ordinary time "including hours as agreed as part of a standard roster."

Team members will continue to be paid at the overtime penalty rate equivalent and also get paid superannuation on these hours.

They can withdraw their agreement to work the arrangement by giving 28 days written notice.

OPPORTUNITY FOR MORE HOURS - MULTI WORK SITES

Team members will have the option to work at other Big W Stores or other stores in the Woolworths Group. Every team member will have a home store. This provision may provide team members with an opportunity for more hours of work if they wish to do so.

Team members can nominate other stores by completing a store nomination form. This cannot be a condition of employment.

They can withdraw their agreement to work in other stores or vary their nominated stores by providing 28 days' notice. The rostering provisions of the home store will apply.

They will be paid the higher of the rate that applies in their home store or the other store.

Where they do not elect but are required to work in a store other than their home store (which is not a nominated store), they are entitled to the transport and travel time allowance.

ONLINE TRAINING IN ROSTERED WORK TIME

Where a team member is required to complete training it will be done during paid rostered work hours.

Any training that is done outside rostered hours will only be paid where the team member has been directed by Big W to complete the training and is agreed in writing.

ALTERNATIVE ROSTER ARRANGEMENTS BY AGREEMENT

Currently team members can opt to have an alternative arrangement from the following standard roster requirements:

1. Full time team members have 19 days over a 4-week roster cycle (RDO) unless they agree to a 20-day roster.
2. Permanent team members get one of the following combinations of consecutive days off unless they agree to an alternative:
 - » 2 consecutive days off per week; or
 - » 3 consecutive days off a fortnight; and
 - » once a fortnight the 2 consecutive days off must be either a Friday/Saturday or Saturday/Sunday or Sunday/Monday.
3. Permanent team members working 3 Sundays in a 4-week roster cycle are entitled to 3 consecutive days off (including a Saturday and Sunday) every 4 weeks unless they agree to an alternative.

The proposed Agreement clarifies that a team member's agreement to an alternative arrangement can be shown where a team member enters a standard roster in an electronic platform. Big W will inform the team member that this is an alternative arrangement before they accept the roster.

This alternative arrangement can be terminated by the team member with 4 weeks' written notice. It cannot be a condition of employment that a team member agrees to an alternative arrangement.

EARLY MARK ON SHIFTS UP TO 6 HOURS CLARIFIED

The proposed Agreement includes an updated "early mark" provision that clarifies a team member working a shift of up to 6 hours can take their meal break at the end of a shift and leave the workplace at the beginning of their break (i.e. they can leave "early").

The proposed Agreement clarifies that an "early mark" can be taken:

- » Where agreed, prior to or during a shift (ad hoc basis); or
- » It can be rostered in advance (an on-going arrangement).

An ongoing "early mark" arrangement can be ended by a team member giving 4 weeks' notice to Big W.

REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

The proposed Agreement improves the Request for Flexible Working Arrangements clause, consistent with new legislation.

Changes include:

- » A request for flexible working arrangements can now be made by a pregnant team member.
- » Additional requirements for Big W to have discussions with a team member following a request for a flexible working arrangement.
- » Where an agreement has been reached on a flexible work arrangement, Big W must provide in writing a statement that the request or a variation of the request has been agreed.
- » Any refusal to the request must be in writing and include detailed reasons for the refusal.

CASUAL CONVERSION TO PERMANENT EMPLOYMENT

The proposed Agreement includes a number of improvements, consistent with changes to the National Employment Standards.

Big W must offer permanent employment to a casual team member who has:

- » been employed for 12 months
- » worked a regular pattern of hours during the past 6 months of that period

Where a team member is provided with an offer to convert, they must respond within 21 days. A casual team member may also make a request to convert to permanent employment.

Where Big W decides not to offer an eligible casual team member permanent employment, they must advise the team member in writing within 21 days of the end of the 12 month period and include the reasons for refusal.

Big W is not required to make an offer where there are reasonable grounds for not making the offer.

WORKLOAD ISSUE PROCESS

Big W members have raised concerns on workload & staffing. The proposed Agreement sets out a process to raise and address ongoing concerns (3 months) on staffing and workload. The process is as follows:

1. Team members provide details in writing of the times and days where there are insufficient team members to cover the workload of a department/area;
2. Team members identify why they think there is a workload issue (covering a 3-month period) and then discuss these details with their line manager.
3. Big W will review the information provided and explore options with team members to address workload issues and agree to a timetable for any agreed actions.

The 3-month period excludes peak periods such as Toy Sale, Christmas and Easter or one-off events such as unplanned absences or a temporary spike in sales activity.

BREAKS

MEAL BREAKS INCLUDED IN ROSTER

Meal breaks have been set as 60 minutes (or 30 minutes by agreement)

The timing and duration of meal breaks will now be included in the roster. The timing of meal breaks may only be changed on the day of the shift, by agreement.

BREAK BETWEEN WORK PERIODS

The minimum break between work periods will now be a 10 hour break, unless a team member elects to have a minimum 12 hour break between work periods. Under the current agreement, team members receive a minimum 12 hour break unless a 10 hour minimum is chosen.

LEAVE

(NSW) SDA UNION PICNIC DAY CONTINUES

SDA Union Picnic Day (the first Tuesday in November) has been retained as a paid day off for permanent team members.

If a permanent team member works on the day they will continue to receive either another paid day off within 28 days.

ANNUAL LEAVE

Team members are permitted to cash out more annual leave if they want.

The current Agreement only permits a maximum of 2 weeks of accrued annual leave to be cashed out in any year.

The proposed Agreement removes this 2 week cap and allows them to cash out more annual leave if they want - provided they keep at least 4 weeks accrued annual leave.

Team members who regularly work additional hours can take their annual leave on a day or days that they have regularly agreed to work additional ordinary hours. This means they may then be paid as if they were working their additional hours and not at their base contract hours.

PERSONAL AND CARERS LEAVE

Permanent team members can now use their personal leave to proactively manage their emotional/psychological wellbeing.

The proposed Agreement also clarifies that paid carer's leave may be used if a team member is required to support a family member or member of their household who is experiencing family or domestic violence.

COMPASSIONATE LEAVE

The compassionate leave clause has been updated to include 3 days paid compassionate leave when:

- » There is a stillbirth in a team member's immediate family or household; or
- » A team member or their spouse has a miscarriage.



PARENTAL LEAVE

Team members are no longer required to have 12 months of continuous service to be entitled to parental leave:

- » A permanent team member can access parental leave as soon as they are employed by Big W; and
- » A casual team member who has been engaged for a period of 6 months on a regular and systematic basis before the expected birth of their child or date of placement is entitled to parental leave.

The current Agreement permits team members returning to work after a period of parental leave to request a return to work on fewer hours until the child is 2 years old. The proposed Agreement extends this period so a request can be made up until the child is of school age.

PRE-NATAL, PRE-ADOPTION OR PRE-FOSTERING LEAVE

The proposed Agreement includes references to "pre-fostering" arrangements.

A team member who is about to adopt or foster a child has access to the same leave entitlements as someone who is pregnant and accessing this leave for pre-natal reasons. They may also access their personal/carers leave or unpaid leave for medical or other appointments.

This also applies to a team member seeking to care for a child under a permanent care order.

FAMILY AND DOMESTIC VIOLENCE LEAVE

All team members have access to 10 days paid family and domestic violence leave (FDVL) - including casuals.

Payment for FDVL is at the full rate of pay including penalties and loadings.

Unpaid FDVL has also increased from 5 days to 10 days.

A team member on personal/carers leave or annual leave who needs to take FDVL may apply to have their personal/carers or annual leave re-credited.

Confidentiality requirements have been amended to clarify Big W's obligations and now include reference to Big W encouraging a team member affected by FDV to nominate a contact person who can support them.

UNPAID LEAVE

Under the current Agreement, where a team member takes authorised unpaid leave of a week or more, all entitlements to annual leave, personal leave and long service leave are frozen from the commencement of the leave.

Under the proposed Agreement, where a team member takes authorised unpaid leave of any length, their entitlements to annual leave, personal leave and long service leave are frozen from the commencement of the leave. This provision is subject to any legislative requirements and does not break continuity of employment.

ALLOWANCES

Allowances have been increased to reflect increases to the allowances in the General Retail Industry Award (GRIA).

The proposed Agreement clarifies that the First Aid allowance does not apply when:

- » Big W no longer requires a team member to perform first aid duties
- » The team member is no longer qualified
- » The team member has elected to resign from first aid duties.

The recall allowance has been clarified so that where a team member is called back to work, the time worked will be disregarded for the purposes of calculating the rest period between finishing work on one day and starting work on the next day and for the purposes of the rostering rules in the Agreement.



SUPERANNUATION

The Superannuation Guarantee employer contribution has been increased to 11% of a team member's ordinary time earnings in line with legislation.

The proposed Agreement includes new "stapling" provisions required by legislation. Superannuation contributions are made to a team members nominated fund. Where a fund is not nominated, then employer contributions are made into the team member's existing fund ("stapled fund"). Where a team member does not have a stapled fund, Big W will make contributions into the REST fund (the "default fund").

FIXED-TERM ENGAGEMENTS OR TEMPORARY ASSIGNMENT

The current Agreement refers to "fixed-term" or "temporary engagement". The proposed Agreement now refers to "fixed-term engagement" or "temporary assignment".

There are 2 substantive changes to fixed-term contract or temporary assignment arrangements in the proposed Agreement.

1. The minimum period for a fixed term or temporary assignment can be 2 weeks, currently it is 1 month.
2. Currently a team member returning to a casual position loses the benefit of any accrued personal leave. Under the proposed Agreement, a team member returning to a casual position has their personal leave saved so that if they become permanent or accept another temporary assignment then that saved personal leave is available to them.

ACCIDENT MAKE UP PAY

The current Agreement includes an accident make up pay provision. This is included in the Agreement as a savings provision which only applies to team members who were employed in Victoria or Western Australia before 6 May 2019. In the proposed Agreement the accident make up pay provision is retained and amended. This provision will apply to all team members in Victoria. It will no longer be a savings provision. Accident make up pay will not apply to WA team members.

PUBLIC HOLIDAYS – TIME OFF IN LIEU (TOIL)

The proposed Agreement maintains the TOIL provisions from the current Agreement. However, the time in which TOIL must be taken has been extended from 4 weeks to 6 months.

RESOLVING DISPUTES

Some changes have been made to the disputes clause.

This sets out how to deal with disputes between team members and Big W in relation to a matter arising under the Agreement or the National Employment Standards (NES).

It also sets out how to deal with disputes between team members and Big W including a dispute arising under the Agreement or the NES where team members are accompanied and/or represented by the SDA.

All disputes, when escalated to the FWC, will continue to be first dealt with by conciliation.

Under the proposed Agreement, for a matter to proceed to arbitration it must be by consent and at the request of both parties.

However, where a team member is represented by the SDA the FWC may deal with a dispute by arbitration at the request of just one party.

The status quo provision will apply where the SDA has notified Big W of a dispute affecting a team member or members. Where a dispute is about a roster change, the status quo will continue for a period of 28 days after the end of the notice period for a roster change. If the dispute is referred to the FWC within the 28-day period, the status quo remains until the matter is resolved.

UNION RECOGNITION

The proposed Agreement includes a clause that:

- » recognises SDA Delegates including the ability to discuss work related matters with a team member and to provide information in relation to the workplace to team members.
- » provides paid Delegate training of up to 6 shifts per store or more by agreement.
- » recognises the right of every team member to join the SDA and remain a member of the SDA.
- » provides Union noticeboards.
- » Provides opportunity to talk to new team members during induction, first shift and store orientation.