

BEST & LESS ENTERPRISE AGREEMENT 2023

Following extensive negotiations between Best & Less and the SDA the proposed *Best & Less Enterprise Agreement 2023* is ready for you to consider.

The proposed Agreement includes:

PAY INCREASES:

- ✓ Wage rates will increase annually by the percentage the SDA wins in the Fair Work Commission (FWC) Annual Wage Review + 0.25% from the first full pay period in July 2024 and July 2025.
- ✓ Adult rates of pay for all 20 year olds.
- ✓ First Aid allowance.
- ✓ Increased penalty rates for casuals.

ROSTERING & OTHER IMPROVEMENTS:

- ✓ Increased minimum hours for a part-time team member to 16 hours per 2 week cycle.
- ✓ One-off roster changes must be agreed by the team member in writing.
- ✓ Casual conversion: B&L will make an offer, and the casual team member has a right to request conversion to permanent employment who has worked regular hours.
- ✓ A new training clause provides that all training, including online, must occur during a team member's ordinary hours of work.
- ✓ Compassionate leave extended to team members who experience a miscarriage or stillbirth.
- ✓ Removal of shorter shifts for Stocktake.
- ✓ Team members will have access to electronic devices in stores to view rosters, communication, workplace policies, procedures and/ or completing training modules.
- ✓ Inclusion of a Work Health and Safety (WHS) clause which includes paid leave for WHS representatives to attend training.
- ✓ Inclusion of SDA Union clauses which provides for paid leave for Delegates to attend training and conduct meetings.



**Voting will occur online
via Secret Ballot**

**Voting opens 19 February
2024 at 9.00am AEDT
and close 25 February 2024
at 9.00pm AEDT**

Make sure you have your say!

This document contains a summary of the differences between the proposed Agreement and the current Best & Less Agreement.

If approved by team members, the proposed Agreement will be lodged with the Fair Work Commission (FWC). The proposed Agreement will commence from the first full pay period 7 days after the date of approval by the FWC and will nominally expire on 30 June 2026.

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

WAGES & CLASSIFICATIONS

Wage Increases (Clause 4.1)

In July 2023, Best & Less passed on the 5.75% pay increase, which the SDA won in the FWC Annual Wage Review.

Classification	Permanent	Casual
Adult (20 years and older)	\$24.80	\$31.00
19 years	\$19.84	\$24.80
18 years	\$17.36	\$21.70
17 years	\$14.88	\$18.60
16 years	\$12.40	\$15.50
15 years and under	\$11.16	\$13.95

The wages in the table above will increase based on the percentage increase the SDA wins in the FWC Annual Wage Review as follows:

- a. **First full pay period July 2024:**
FWC Annual Wage Review + 0.25%
- b. **First full pay period July 2025:**
FWC Annual Wage Review + 0.25%

In July each year Best & Less will publish a Wage Notice setting out the hourly rate of pay, junior rates and penalties and the Agreement allowances.

Junior Rates

The proposed Agreement has removed Junior rates for 20 year olds with less than 6 months service (90%). A team member will receive the adult rate of pay when they turn 20 years old, regardless of their length of service.

Penalty Rate Increase for Casuals

Penalty rates for casuals have increased in the proposed Agreement for the following times:

- » Monday to Friday 6.00pm-9.00pm – now 150%, increased from 125%.
- » Saturday 6.00am to 7.00pm – now 150%, increased from 135%.

Penalty Rates	Current Penalty Rates		Proposed Rates	
	Permanent	Casual	Permanent	Casual
Monday to Friday 6.00pm-9.00pm	125%	125%	125%	150%
Saturday	125%	135%	125%	150%
Sunday	150%	175%	150%	175%
Public Holidays	225%	250%	225%	250%

Classifications (Clause 4.3)

Under the proposed Agreement the classifications clause removed any references to Assistant Store Manager Relief and Store Manager Relief.

Higher Duties Allowance (Clause 4.4)

The higher duties clause is a new provision. Team members will be paid higher duties when they provide supervisory assistance to an ASM or SM; open or close the premises or provide associated security; or are responsible for securing cash.

If higher duties are performed for more than 2 hours on a shift, Best & Less will pay a loading of 4% of the team member's ordinary hourly rate of pay (plus penalties and loadings where applicable) for the whole shift.

For higher duties performed for 2 hours or less, Best & Less will pay a loading of 4% of the team member's ordinary hourly rate of pay (plus penalties and loadings where applicable) for the hours so worked.

First Aid Allowance (Clause 4.8)

A new First Aid allowance has been included, which is payable where a team member holds a first aid qualification and is appointed by Best & Less to perform first aid duties.

LEAVE

Personal Leave (Clause 7.2)

Where a team member who cares for a person who is frail or aged or has a long-term disability or illness provides evidence of the need to take leave for this purpose, the team member will not be required to provide further evidence on subsequent occasions they need to take carers leave for this purpose.

Compassionate Leave

Permanent team members will be entitled to 5 days compassionate leave where a baby in their immediate family or household is stillborn, they have a miscarriage or their current spouse or de facto partner has a miscarriage.

Family & Domestic Violence Leave (Clause 7.3)

All team members are entitled to 10 days paid family and domestic violence leave per year in line with the National Employment Standards (NES).

A permanent team member will be paid at the full rate of pay for the shifts they would have worked. A casual team member will be paid at the full rate of pay, calculated on the average number of shifts and hours worked in the previous 3 months or during their continuous service, whichever is the longer.

Best & Less will appoint a family and domestic violence workplace contact person as a point of first contact for team members experiencing family and domestic violence and implement workplace safety plans for these team members.

Part-time

The proposed Agreement increases the minimum hours for a part-time team member from 12 hours per 2 week cycle to 16 hours per 2 week cycle.

Part-time team members may request to permanently increase their contract hours based on the ordinary hours worked in the previous 12 months.

One-off changes to a part-time team member's roster can only be made by written agreement with the team member.

Casual

Casual team members will be notified in writing of any changes to their roster at least 24 hours prior to the start of the shift where possible.

Clause 3.6 of the proposed Agreement provides for the right to request casual conversion in line with the NES. The provision requires Best & Less to make an offer of permanent employment to a casual team member who has worked more than 12 months but over the previous 6 months has worked a pattern of hours on an ongoing basis and could continue to work either as full-time or part-time.

Best&Less

**SDA NEGOTIATED AGREEMENTS
PRODUCE BETTER WAGE OUTCOMES
& IMPROVEMENTS IN CONDITIONS.
SDA MEMBERSHIP GETS RESULTS.**

**IF YOU'RE NOT
AN SDA MEMBER
MAKE SURE YOU
JOIN TODAY**



OTHER

Flexible Working Arrangements (Clause 5.10)

This provision includes legislative changes to the NES by strengthening the rights of team members to request flexible working arrangements, including requests by team members on parental leave to return on reduced hours.

Team members with more than 12 month's service with caring responsibilities can request flexible working arrangements, as provided for by the NES.

Best & Less must respond in writing to requests for flexible working arrangements within 21 days and will not unreasonably refuse the request.

When considering a request for changes in working arrangements, Best & Less will also now have special regard for the request where the team member making the request is pregnant.

The Agreement also provides team members with the opportunity to appeal Best & Less' decision or failure to respond to a request by using the grievance procedure (Clause 2.2), which includes conciliation and arbitration at the Fair Work Commission.

Training (Clause 5.6)

The new training clause provides that all training, including training conducted online, must occur during a team member's ordinary hours of work, including being paid for a minimum shift and overtime.

Access to Electronic Devices (Clause 8.6)

Best & Less will provide in-store access to electronic devices for team members' use for the purposes of viewing rosters, communication, workplace policies, procedures and/ or completing training modules.

Work Health & Safety (Clause 8.9)

The proposed Agreement contains a new clause to ensure Best & Less is mindful of its responsibilities under legislation to protect its team members' health and safety, protect against discrimination and ensure that there is equal opportunity for all team members.

Best & Less will provide paid training leave for workplace health and safety representatives.

SDA Representation (Clauses 8.12-8.17)

The proposed Agreement includes clauses that establishes stronger rights for the SDA to assist and represent members, and to train and support Union Delegates.

VOTING

Voting will open on 19 February 2024 at 9.00am AEDT and close 25 February 2024 at 9.00pm AEDT, and occur online via Secret Ballot.

No new Agreement will be introduced without a vote of Best & Less team members.

The SDA has fought hard to deliver the best possible outcome for Best & Less team members.

If there is a majority YES vote, the new Agreement will go to the Fair Work Commission for approval.

Make sure you have your say!



QUESTIONS?

If you have any questions about the proposal, please speak to your SDA Delegate or Organiser, or call the SDA on XXXX XXXX.

Address XXXXXXXXXXXX

Email: XXXXXXXXXXXX

Web: XXXXXXXXXXXX

Name XXXXXX, SDA Secretary

