



## ***Bunnings Warehouse & Smaller Format Stores Agreement 2019***

### **Team member information pack (**updated**) & proposed 2019 EBA (**final**)**

#### **Introduction (**updated**)**

The purpose of this information pack is to provide team members who will be covered by the proposed *Bunnings Warehouse & Smaller Format Stores Agreement 2019 (2019 EBA)* with:

- a copy of a **final** proposed 2019 EBA;
- information about the terms of the proposed 2019 EBA which they can discuss with their leaders or human resources (HR) teams; and
- details about the time, place and method of the vote for the proposed 2019 EBA.

The information pack and the proposed 2019 EBA are available:

- on Workplace, posted by Ryan Baker on 2 April 2019 in the *Australian Team News* group;
- on the intranet at Communications > Warehouse/SFS EBA Bargaining Update; and
- in the tearooms of warehouses and smaller format stores from 3 April 2019.

**Note:** On 27 March 2019 team members were provided with an early version of this information pack via Workplace. Sections that have been updated in this version have been marked as '**updated**'.

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## 1. What is an enterprise bargaining agreement (EBA)? (updated)

In Australia the minimum terms and conditions of employment are set out in the *Fair Work Act 2009* (Cth) (**FW Act**), modern awards and, where no modern award applies, the National Minimum Wage Order.

The *General Retail Industry Award 2010* (**Retail Award**) is the modern award that applies to employees working in retail stores. Retail employers and their employees can agree to make an EBA that applies instead of the Retail Award. The Fair Work Commission (**FWC**) will only approve those agreements where employees are better off overall under the EBA than they would be under the Retail Award.

In 2013 the FWC approved the *Bunnings Warehouse/Small Format Stores Agreement 2013* (**2013 EBA**). The 2013 EBA covers Grade 1 to Grade 4 team members working in warehouses and smaller format stores. The 2013 EBA passed its nominal expiry date on 30 June 2016, however continues to apply to Bunnings and team members until a new EBA is approved.

Bunnings will be inviting Grade 1 to 4 team members to vote on a proposed agreement called the *Bunnings Warehouse & Smaller Format Stores Agreement 2019* (**2019 EBA**). The proposed 2019 EBA, **attached** to this information pack, has been prepared after negotiations with bargaining representatives for team members and has now been finalised. If the 2019 EBA passes the vote and is approved by the FWC, it will apply to Bunnings and Grade 1 to 4 team members instead of the 2013 EBA. The nominal expiry date for the proposed 2019 EBA is 31 August 2022.

If the proposed 2019 EBA does not pass the vote (or is not approved by the FWC), the 2013 EBA will continue to apply and we will need to go back to the drawing board!

## 2. How and when to vote (updated)

### Before voting

Before voting team members are encouraged to:

- read this information pack and its attachments (including the proposed 2019 EBA);
- attend upcoming sessions at their warehouses and stores about the proposed 2019 EBA;
- speak with their leaders (and unions) if they have any questions; and
- ask questions on Workplace or send them to [wheba@bunnings.com.au](mailto:wheba@bunnings.com.au).

### How

We have appointed CorpVote, an independent third party, to conduct an electronic vote on the proposed 2019 EBA.

Grade 1 to 4 team members will be able to vote during the voting window from any **internet** connected device at [www.netvote2.com.au/544](http://www.netvote2.com.au/544) or by **telephone** by calling 1300 830 563 (Int'l +61 8 8372 9014).

To vote team members will need their team member number (which can be found on the back of your apron badge) and date of birth.

Team members will be asked whether they vote to approve the proposed 2019 EBA. The options are YES or NO.

### When

The voting window:

- opens at 12:01 AM AEST **Friday 12 April 2019**, and
- closes at 11:59 PM AEST **Monday 29 April 2019**.

For full instructions of how to vote, see CorpVote's voting instruction poster **attached** to this information pack.

If you have any issues voting, please speak to your leader. CorpVote is also available to assist at [support@corpvote.com.au](mailto:support@corpvote.com.au) or on 1300 147 797.

### 3. Key differences: Retail Award, 2013 EBA and proposed 2019 EBA

	Retail Award	2013 EBA	Proposed 2019 EBA
<b>Minimum weekly wage for a Grade 2 team member (38 hour week)</b>	\$789.90 (Retail Employee Level 1) until 1 July 2019.	\$844.76 from 1 July 2015.  Though the 2013 EBA passed its nominal expiry date in 2016, Bunnings has continued to provide team members with pay increases annually. Bunnings has paid Grade 2 team members a minimum weekly wage of \$920.41 since 1 September 2018.	\$935.00 from 1 September 2019 for a Grade 2 team member (equivalent to Retail Employee Level 1 under the Retail Award).
<b>Classifications</b>	5 levels covering team members.	4 levels applying to team members.	5 levels with the introduction of a new Grade 2A with a minimum weekly wage of \$950 from 1 September 2019. This classification recognises the grade 2 team members required to perform a range of duties requiring a higher level of training and experience.
<b>Public holidays (PH)</b>	Payment at ordinary rates for absence on a PH that a team member regularly works.	PHs are deducted from a team member's annual bank of hours (BOH).	Payment at ordinary rates for absence on a PH that a team member regularly works.
	Payment at penalty rates for PHs worked.	Payment at penalty rates for PHs worked.	Payment at penalty rates for PHs worked.
<b>Rostering</b>	1 to 4-week rostering models.	52-week rostering model (BOH).	4-week rostering model.  Payment for additional hours worked or time off in lieu.
<b>Flexible purchased leave</b>	Not specifically permitted.	Not specifically permitted.	Permitted under the proposed 2019 EBA.
<b>Casual conversion</b>	Yes, since 2018.	Did not exist in 2013 when agreement was made.	Yes, based on the Retail Award.
<b>Family and domestic violence leave</b>	Yes, since 2018.	Did not exist in 2013 when agreement was made.	Yes, based on the Retail Award.
<b>Annual leave loading</b>	Yes.	No.	No.
<b>Meal allowance</b>	Meal allowance or provision for a meal when overtime worked.	Meal allowance or provision for a meal when overtime worked.	Meal allowance or provision for a meal when overtime worked, with allowance amounts based on the Retail Award.

## 4. Classifications (updated)

Under the proposed 2019 EBA, team members will be engaged in one of the classifications and positions set out below:

Classification	Position and Duties
<b>Grade 1</b>	<b>Shop Assistant</b> — a Grade 2 Team Member in their first 3 months, except for those Team Members with home improvement and retail experience (who commence on Grade 2).
<b>Grade 2</b>	<b>Shop Assistant</b> — a Team Member performing any of the following tasks: customer service, registers, price integrity, people greeter, café, basic clerical work (e.g. reception and basic data entry), cleaners, box packers, trolley collectors, stocktake counters and duties not set out in any other grade.
<b>Grade 2A</b>	<p>In addition to the duties of a Grade 2 Team Member:</p> <p><b>Forklift Operator</b> — a Team Member who holds a valid forklift licence and is regularly required to operate a forklift.</p> <p><b>Special Orders Team Member</b> — a Team Member who is regularly required to, and works the majority of their shifts on, the special orders desk.</p> <p><b>Service Desk Team Member</b> — a Team Member who is regularly required to, and works the majority of their shifts on, the service desk.</p> <p><b>Trade Desk Team Member</b> — a Team Member who is regularly required to, and works the majority of their shifts on, the trade desk.</p> <p><b>Expert Team Member</b> — a Team Member who completes the required training, and who is appointed to the position of an Expert Team Member.</p>
<b>Grade 3</b>	<p>In addition to the duties of a Grade 2A Team Member:</p> <p><b>Activities Organiser</b> — a Team Member formally appointed to the position of Activities Organiser.</p> <p><b>Trade Qualified Team Member</b> — a Team Member with a trade qualification with an Australian Registered Training Organisation which is necessary for the performance of their duties. To be necessary it must relate to the technical knowledge the Team Member is required to provide customers.</p> <p><b>Forklift Coach</b> — a Team Member who is formally appointed to the position of Forklift Coach and who provides training and guidance to Forklift Operators.</p> <p><b>Trade Specialist</b> — a Team Member who is formally appointed to the position of Trade Specialist and who is responsible for managing the accounts of high volume commercial customers.</p> <p><b>Complex Quotes</b> — a Trade Desk or Special Orders Team Member whose primary responsibilities regularly require the preparation and execution of complex quotes requiring specialist skills and knowledge for builders.</p> <p><b>Delivery Driver</b> — a Team Member who is required to deliver products from a Bunnings Warehouse or Smaller Format Store to a customer.</p> <p><b>Receptionist</b> — a Team Member whose primary responsibilities are clerical and administrative duties such as invoicing and accounts; or a receptionist whose duties include complicated administrative tasks, such as the preparation of spreadsheets and interpreting information, necessary for the effective operation of the warehouse/small format store. (updated)</p> <p>Note: Where a Team Member is regularly given the following additional responsibilities by Bunnings for which they are held accountable:</p> <ul style="list-style-type: none"> <li>• supervision and training of grade 1, 2 and 2A Team Members (requiring the direction of how work is done); and</li> <li>• assisting the Coordinator where necessary, they will be classified as a Grade 3 Team Member.</li> </ul>
<b>Grade 4</b>	<p>In addition to the duties of a Grade 3 Team Member:</p> <p><b>Supervisor</b> — A Team Member formally appointed as a Supervisor who is given additional responsibilities for which they are held accountable, including:</p> <ul style="list-style-type: none"> <li>• direct supervision and training of grade 1, 2, 2A &amp; 3 Team Members; and</li> <li>• overseeing the department in the absence of a Coordinator.</li> </ul>

## 5. Proposed 2019 EBA minimum weekly wages (updated)

The minimum weekly wages under the proposed 2019 EBA are as follows:

Classification	1 September 2019	1 September 2020	1 September 2021
Grade 1	\$900.00	\$925.00	\$950.00
Grade 2	\$935.00	\$960.00	\$980.00
Grade 2A	\$950.00	\$975.00	\$1,000.00
Grade 3	\$975.00	\$1,000.00	\$1,025.00
Grade 4	\$1,000.00	\$1,025.00	\$1,050.00

If an existing team member is paid an ordinary time rate of pay that is above the minimum weekly wages, they will continue to receive their higher ordinary time rate of pay.

Full-time and part-time team members may receive a performance pay increase following their performance appraisal. The average performance pay increase across all Team Members (**Performance Pay Target**):

- (i) in 2019, will be at least 2%; and
- (ii) in 2020 and 2021, will be at least 2% or CPI up to 2.5%, whichever is greater.

The Performance Pay Target will apply to full-time and part-time Team Members with 6 months' service or more and casual Team Members with over 2 years' service. (updated)

## 6. Penalty rates 2013 EBA and proposed 2019 EBA

The penalty rates under the proposed 2019 EBA are as follows:

Day	Time period	Full-time and part -time		Casual (inclusive of 22.5% casual loading)	
		2013 EBA	2019 EBA	2013 EBA	2019 EBA
Monday to Friday	5 am to 7 am and 6 pm to 11 pm	0%	10%	22.5%	30%
	11pm to 5 am	30%	30%*	50%	50%
Saturday	11pm to 5 am	30%	30%*	50%	50%
	5 am to 11 pm	0%	10%	22.5%	30%
Sunday	Midnight to 6:00 am	100%	100%	100%	100%
	6:00 am to 7:00 am	75%	75%	75%	75%
	7:00 am to 9:00 pm	50%	50%	50%	50%
	9:00 pm to 10:00 pm	75%	75%	75%	75%
	10:00 pm to midnight	100%	100%	100%	100%
Public holidays		150%	125%	150%	150%

Note that:

- though not provided for in the 2013 EBA, Bunnings has been paying the same Saturday loadings that are provided for in the proposed 2019 EBA since July 2018.
- the public holiday penalty rates under the proposed 2019 EBA are the same as under the Retail Award.
- \*a new definition applies for team member engaged as a shiftworker (see below).

### Casuals

Casual team members will be paid a loading of 22.5% of their ordinary time rate of pay. This loading is in lieu of all entitlements that full-time and part-time team members receive under the FW Act. Where a casual works during a penalty time they will receive the applicable penalty rate (in the table above) which is inclusive of the casual loading.

## Shiftworkers

Shiftworkers are those team members who are regularly rostered to work shifts that start on or after 6 pm on one day and before 5 am on the following day. Shiftwork does not include a shift which starts and finishes on the same day within the Span of Ordinary Hours (5 am and 11 pm Monday to Sunday).

The following penalties, paid in lieu of any other penalty or premium and calculated on the ordinary time rate of pay, will apply to team members who meet the definition of a shiftworker.

Day	Full-time and part-time	Casual (inclusive of 22.5% casual loading)
Monday to Friday	25%	45%
Saturday	35%	55%
Sunday	60%	80%

## Proposed 2019 EBA penalty rates for common rosters

Below are some common shifts worked by Grade 2 team members and an approximate indication of the extra minimum pay that they will receive under the proposed 2019 EBA, based on wages Bunnings is currently paying to team members (which is above the minimum in the 2013 EBA).

Of course, the minimum wages for Grade 2 and Grade 2A members will also increase under the proposed 2019 EBA (which is not factored into the below table).

Grade 2 Full-time and part-time			
Day	Start	Finish	Extra min pay
Monday	6:00	14:30	\$2.42
Tuesday	7:00	12:00	\$0.00
Wednesday	9:00	17:00	\$0.00
Thursday	13:00	21:30	\$8.48
Friday	16:00	23:00	\$10.90

Grade 2 Casual			
Day	Start	Finish	Extra min pay
Monday	7:00	12:00	\$0.00
Tuesday	5:00	14:30	\$3.63
Wednesday	8:00	16:00	\$0.00
Thursday	16:00	21:00	\$5.45
Friday	18:00	23:00	\$9.08

## 7. Rostering (updated)

Under the proposed 2019 EBA:

### Hours averaged over a 4-week period for full-time and part-time team members

#### Full-time and part-time

Hours of work for full-time and part-time team members are averaged over a 4-week roster cycle as follows:

Capacity	Average weekly hours	Hours over 4 weeks
A. Full-time	• 38	• 152
B. Part-time	• Minimum of 10 and less than 38	• Minimum of 40 and less than 152

#### Casual

The engagement of a casual team member will commence at the start of each shift for which the casual is engaged and will terminate at the end of that shift.

Casual team members may work a maximum of 152 hours during a 4-week roster cycle.

The proposed 2019 EBA also allows casuals who regularly work over the prior 12 months to request to convert to full-time or part-time employment. See page 32 of the proposed 2019 EBA for more details.

## Rostering process

Rosters will be issued electronically for a 4-week period at least 2 weeks in advance. Rosters will show daily starting and finishing times and the number of ordinary hours rostered for the roster period.

Rosters for ordinary hours of work will be issued in accordance with operational requirements (which includes having team members with the right skills working at the right times) and rosters will be set by agreement wherever possible.

In setting rosters, Bunnings will use its best endeavours to:

- accommodate team members' family responsibilities, significant commitments outside of work (including sporting, religious and study commitments) and access to safe transport home; and
- ensure fairness in the rostering of team members.

## Rostering rules

Hours of work may be rostered on any day within the Span of Ordinary Hours (between 5 am and 11 pm Monday to Sunday) subject to the following restrictions:

Restrictions	Full-time	Part-time	Casual
Maximum rostered ordinary hours per day	9.5	9.5	9.5
Minimum rostered ordinary hours per day	6	3	3
Maximum consecutive days	6	6	6
Maximum hours in a Payroll Week	46	46	46
Maximum days per 4-week roster cycle	20	20	20

Notwithstanding the restrictions in the above table:

- team members can be rostered to work up to 10.5 hours on 1 day per Payroll Week;
- by agreement, the minimum number of rostered ordinary hours per day for a full-time team member may be reduced to not less than 4 hours per day;
- where a part-time team member's contracted hours are 20 or less per Payroll Week, their maximum hours will be 30 or up to 46 by agreement; and
- where a team member accepts additional hours, such hours may be worked on a 21st day in a 4-week roster cycle. Refer to the TOIL question in the FAQ section for more information about additional hours.

Except by agreement:

- team members who work 3 out of the 4 Sundays in a 4-week rostered cycle will receive a full weekend off (not paid); and
- team members will receive 2 consecutive days off each week or 3 consecutive days off in the rostered fortnight (not paid).

Team members may revoke those agreements by providing 4 weeks' notice.

## Changing rosters

Rosters of team members (whose working hours are not irregular, sporadic or unpredictable) may be varied by Bunnings with 7 days' notice or at any time by agreement. Should a team member disagree with the roster change they will be given a minimum of 14 days' notice (instead of 7 days' notice).

Bunnings will consult with any team members affected by the proposed changes and their representatives (if any).

When consulting about rosters:

- Bunnings will provide the team member (and any representative) information about the proposed change (for example, electronic notification about the nature of the change and when it is to begin); and
- as soon as practicable the team member must either accept the change or elect to meet to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities). The team member is welcome to bring their representative (if any) to the meeting to give their views about that impact. The team member must provide all relevant information and alternative availability so that operational needs and personal requirements can reasonably be met.
- Bunnings will consider any views given by the team member (and their representative if any).

## Rostering for Training/Meetings

Training and meetings will generally be scheduled during a team member's ordinary hours of work.

Bunnings will provide facilities to team members to complete training at work. By agreement a team member may complete online training, relevant to their position, on their own device away from work at a time that suits them. Such training will:

- be paid at their ordinary time rate of pay
- not trigger overtime or penalties
- not constitute an additional start and
- be paid for the duration as specified in the learning catalogue.

By agreement a team member may be rostered for a minimum of 1 hour to attend facilitated training or team meetings. These sessions will be treated as time worked at their ordinary time rate of pay but will not constitute an additional start, unless the training or meeting is scheduled on a day where no other work is performed.



## 8. Frequently asked questions (updated)

### (a) How many people have to vote in favour of the proposed 2019 EBA?

All team members who will be covered by the proposed 2019 EBA (Grade 1 to 4 team members who work in warehouses and smaller format stores) will have a chance to vote on the 2019 EBA.

The proposed 2019 EBA will pass the vote if more than 50% of team members (who vote) vote in favour of the proposed 2019 EBA.

### (b) What's this new Grade 2A all about?

Under the 2013 EBA the following positions are classified as Grade 2.

- Forklift Operator
- Special Orders Team Member
- Service Desk Team Member
- Trade Desk Team Member and
- Expert Team Member.

Under the proposed 2019 EBA team members regularly employed in the above positions will be classified as Grade 2A and receive a higher rate of pay that recognises their specialist duties.

### (c) What's the 4-week rostering model and how is it different to the bank of hours (BOH)?

The 4-week rostering model is based on the Retail Award and is how most retail businesses manage their rosters.

Unlike the BOH, under the 4-week rostering model, team members will not have an annual number of hours that they are required to work.

Instead, under the 4-week rostering model:

#### Rostering

- full-time team members will be required to work 38 hours per week averaged over a 4 week roster period (152 hours in the 4-week roster period)
- part-time team members will be required to work their agreed weekly hours (minimum 10 or less by agreement) averaged over a 4-week roster period
- full-time and part-time team members will receive payment for their average weekly hours (including any penalties), overtime hours and allowances, less any leave or absence without pay, in their fortnightly pay. Any additional hours worked (that are not accrued as TOIL) will be paid in the fortnightly pay immediately following the 4-week roster cycle.

#### Additional time

- full-time and part-time team members will be able agree to work additional time above their agreed weekly hours averaged over 4 weeks, at their ordinary time rate of pay, plus any applicable penalty rate

## TOIL

- where a full-time or part-time team member agrees to work additional hours they can decide once an EBA Year\*, for that entire EBA Year, whether they want to:
  - be paid for the additional time as it is worked in their next pay cycle, or
  - accrue time off in lieu (**TOIL**) equivalent to the number of additional time worked plus a percentage reflecting any applicable penalty rate (i.e. 1 hour of additional time worked during the day on a Sunday (50% penalty rate) = 1.5 hours TOIL)
- the maximum TOIL that can be accrued at any one time is 38 hours and team members can apply to take accrued TOIL at any time during the EBA Year as they would for annual leave
- where a team member takes TOIL during a time where a penalty rate applies, an amount reflecting the penalty rate will be deducted from the team members' TOIL balance (i.e. taking 1 hour of TOIL during the day on a Sunday will use 1.5 hours' TOIL)
- any additional time worked above an accrued 38 hours' TOIL will be paid to the team member in their next pay cycle and
- where a team member has TOIL accrued at the end an EBA Year or when their employment ends, they will be paid out the TOIL at their ordinary time rate of pay.

**Example 1** If a full-time team member worked over a 4-week period, 40 hours in the 1st week, 36 in the 2nd and 38 in the 3rd and 4th (total of 152 hours in 4-weeks) they would not have worked any additional hours.

**Example 2** If a full-time team member agreed to accept additional hours and worked over a 4-week period, 40 hours in the 1st and 2nd week and 38 hours in the 3rd and 4th week (total of 156 hours in 4-weeks) they would have worked 4 additional hours which would either be paid in the next pay cycle or accrued as TOIL depending on what the team member chose prior to the EBA year starting.

## (d) What's changing with public holidays?

### Payment where absent on a day regularly worked

Under the proposed 2019 EBA full-time and part-time team members who are absent from work on a day that is a public holiday that they regularly work will be paid for their ordinary hours of work on that day at their ordinary time rate of pay.

What does 'regularly work' mean, for the purpose of payment where absent on a public holiday? Where a team members' rostered days have varied over the 12 weeks prior to the public holiday, a team member will be considered to have been regularly rostered to work on a day if during that period the team member worked at least 7 out of 12 of those days.

A team member will not receive pay or accrue TOIL where they are absent on a public holiday that falls on a day that they do not regularly work.

### Payment when working

Where a team member performs work on a day or part day that is a public holiday they will receive the following loadings:

- full-time and part-time team members—125%, and
- casual team members—150% (inclusive of the casual loading).

### No payment on a public holiday that falls on a day not regularly worked

Team members who do not regularly work on a day which a public holiday falls on, will not receive payment or accrue TOIL for that public holiday.

**(e) What is flexible purchased leave?**

The proposed 2019 EBA contains a clause that will enable Bunnings to introduce the concept of flexible purchased leave (**FPL**) for team members. We are still working through the FPL application process and will provide more information in due course.

As a concept, FPL is a period of leave which would otherwise be leave without pay, except that the team member receives pay during the period of FPL and pays Bunnings back and/or in advance through a deduction from the team member's weekly wages throughout the year.

For example, if a team member applies for and takes 4 weeks of FPL in the first week of a year, their weekly salary for that year would be reduced to an amount that reflects their annual salary less 4 weeks' pay divided by 52.

Note that team members would be able to request a shorter period of FPL, e.g. 2 weeks, which could be used for extending annual leave or during school holidays.

**(f) Can I choose my own superannuation fund?**

Yes! Under the proposed 2019 EBA:

- Bunnings' default superannuation fund is the Retail Employees Superannuation Trust (REST); and
- team members can nominate their choice of superannuation fund.

**9. Attachments**

Team members are encouraged read the following attachment and discuss it with their leader:

- (a) Proposed *Bunnings Warehouse & Smaller Format Stores Agreement 2019* [\(final\)](#)**
- (b) CorpVote Voting Instructions poster**



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# 1. Title, parties, coverage, objectives & term

## 1.1 Title

This agreement is the *Bunnings Warehouse & Smaller Format Stores Agreement 2019* (**Agreement**).

## 1.2 Parties and coverage

(a) The Agreement is made between:

- (i) Bunnings Group Limited (ABN 26 008 672 179) trading as Bunnings Warehouse (**Bunnings**); and
- (ii) all persons employed in Bunnings' Warehouse and Smaller Format Stores located throughout Australia and its Territories whose classifications are set out in clause 2.1 (**Team Members**).

(**Parties**)

(b) The Agreement covers:

- (i) the Parties; and
- (ii) the Shop Distributive and Allied Employees' Association (**SDA**) and the Australian Workers' Union of Employees, Queensland (**AWUEQ**), subject to the requirements of section 201(2) of the *Fair Work Act 2009* (Cth) (**Act**) being met.

(c) The Agreement will replace any State and Federal awards and agreements which would otherwise apply to the Team Members covered by the Agreement.

(d) The Agreement will be read and interpreted in conjunction with the National Employment Standards in the Act (**NES**). Where there is inconsistency between the Agreement and the NES, and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

## 1.3 Objectives

The primary objectives of the Agreement are to:

- (a) provide market leading entitlements that attract, reward and retain the best Team Members;
- (b) establish rostering practices that enable best service whilst providing Team Members with flexibility and predictable hours of work; and
- (c) provide employment terms that are easy to understand and apply.

## 1.4 Term

(a) The Agreement commences on the later of 7 October 2019 or 7 days after the date it is approved by the Fair Work Commission (**FWC**), and has its nominal expiry date on 31 August 2022.

(b) The Agreement will not be varied before its nominal expiry date except as provided for in the Act. The Parties, the SDA and the AWUEQ will not make any bargaining claims about the Agreement before its nominal expiry date.

## 2. Classifications & definitions

### 2.1 Classifications

Team Members will be engaged in one of the classifications and positions set out below:

Classification	Position and Duties
Grade 1	<b>Shop Assistant</b> — a Grade 2 Team Member in their first 3 months, except for those Team Members with home improvement and retail experience (who commence on Grade 2).
Grade 2	<b>Shop Assistant</b> — a Team Member performing any of the following tasks: customer service, registers, price integrity, people greeter, café, basic clerical work (e.g. reception and basic data entry), cleaners, box packers, trolley collectors, stocktake counters and duties not set out in any other grade.
Grade 2A	<p>In addition to the duties of a Grade 2 Team Member:</p> <p><b>Forklift Operator</b> — a Team Member who holds a valid forklift licence and is regularly required to operate a forklift.</p> <p><b>Special Orders Team Member</b> — a Team Member who is regularly required to, and works the majority of their shifts on, the special orders desk.</p> <p><b>Service Desk Team Member</b> — a Team Member who is regularly required to, and works the majority of their shifts on, the service desk.</p> <p><b>Trade Desk Team Member</b> — a Team Member who is regularly required to, and works the majority of their shifts on, the trade desk.</p> <p><b>Expert Team Member</b> — a Team Member who completes the required training, and who is appointed to the position of an Expert Team Member.</p>
Grade 3	<p>In addition to the duties of a Grade 2A Team Member:</p> <p><b>Activities Organiser</b> — a Team Member formally appointed to the position of Activities Organiser.</p> <p><b>Trade Qualified Team Member</b> — a Team Member with a trade qualification with an Australian Registered Training Organisation which is necessary for the performance of their duties. To be necessary it must relate to the technical knowledge the Team Member is required to provide customers.</p> <p><b>Forklift Coach</b> — a Team Member who is formally appointed to the position of Forklift Coach and who provides training and guidance to Forklift Operators.</p> <p><b>Trade Specialist</b> — a Team Member who is formally appointed to the position of Trade Specialist and who is responsible for managing the accounts of high volume commercial customers.</p> <p><b>Complex Quotes</b> — a Trade Desk or Special Orders Team Member whose primary responsibilities regularly require the preparation and execution of complex quotes requiring specialist skills and knowledge for builders.</p> <p><b>Delivery Driver</b> — a Team Member who is required to deliver products from a Bunnings Warehouse or Smaller Format Store to a customer.</p> <p><b>Receptionist</b> — a Team Member whose primary responsibilities are clerical and administrative duties such as invoicing and accounts; or a receptionist whose duties include complicated administrative tasks, such as the preparation of spreadsheets and interpreting information, necessary for the effective operation of the warehouse/small format store.</p> <p>Note: Where a Team Member is regularly given the following additional responsibilities by Bunnings for which they are held accountable:</p> <ul style="list-style-type: none"> <li>• supervision and training of grade 1, 2 and 2A Team Members (requiring the direction of how work is done); and</li> <li>• assisting the Coordinator where necessary,</li> </ul> <p>they will be classified as a Grade 3 Team Member.</p>
Grade 4	<p>In addition to the duties of a Grade 3 Team Member:</p> <p><b>Supervisor</b> — A Team Member formally appointed as a Supervisor who is given additional responsibilities for which they are held accountable, including:</p> <ul style="list-style-type: none"> <li>• direct supervision and training of grade 1, 2, 2A &amp; 3 Team Members; and</li> <li>• overseeing the department in the absence of a Coordinator.</li> </ul>

## 2.2 Definitions

- (a) **Appendix** means the appendix annexed to the Agreement.
- (b) **By agreement** means, unless stated otherwise, agreement between a Team Member and their leader. In reaching agreement over an issue (e.g. changing a roster with less than 7 days' notice) the Team Member and leader will discuss and attempt to arrive at an outcome which is acceptable to both. In those discussions, they are entitled to put forward arguments and seek additional information (except for information confidential to Bunnings), for consideration by the other party. In the absence of an outcome that is acceptable to both parties, the position specified in the Agreement as the default position will apply.

In all such cases, prior to a decision being made, the relevant leader will explain to the Team Member:

- (i) the default position in the Agreement; and
- (ii) the effect of the proposed change on the Team Member.

This explanation should be sufficient to allow the Team Member to make an informed decision regarding the proposed change.

- (c) **EBA Year** means:
  - (i) in the first year of the agreement, the year commencing 7 October 2019 and ending on the last pay cycle on or after 31 August 2020; and
  - (ii) thereafter, a year commencing from the first full pay period on or after 1 September.
- (d) **Ordinary time rate of pay** means a Team Member's weekly wage rate (excluding any loadings, penalties or premiums), divided by 38.
- (e) **Payroll Week** means a week commencing on Monday and ending on Sunday.
- (f) **Service** means the period a Team Member is employed with Bunnings, excluding unauthorised absences, unpaid leave or unpaid authorised absences (other than community services leave). The excluded periods do not break continuity of service but do not count as service, subject to clause 10.10 (long service leave).
- (g) **Span of Ordinary Hours** means ordinary hours between 5 am and 11 pm Monday to Sunday.
- (h) **Union** means the SDA and/or the AWUEQ (in respect of Team Members employed in Northern Queensland that wish to be represented by the AWUEQ).

### 3. Hours of work & rosters

#### 3.1 Types of employment

- (a) Team Members may be engaged a full-time, part-time or casual basis.
- (b) Full-time and part-time positions may be permanent or limited tenure. A limited tenure arrangement has a minimum term of 4 weeks and a maximum term of 2 years.
- (c) Hours of work for full-time and part-time Team Members are averaged over a 4-week roster cycle as follows:

Capacity	Average weekly hours	Hours over 4 weeks
Full-time	38	152
Part-time	Minimum of 10 and less than 38.	Minimum of 40 and less than 152.

- (d) A part-time Team Member may request to reduce their average weekly hours below 10. By agreement this request may be accommodated. A part-time Team Member may request to revert back to a minimum of 10 hours and such request will not be unreasonably refused by Bunnings.
- (e) Effective 1 September 2020, a part-time Team Member, who has consistently been rostered to work more than their average contracted hours over the prior 12 months, may request to increase their contracted hours up to the average hours worked during that period (up to 38 to the nearest hour). Bunnings will assess whether the additional hours are required on an ongoing basis and will grant the request where operationally viable.

#### 3.2 Casual Team Members

- (a) The engagement of a casual Team Member will commence at the start of each shift for which the casual is engaged and will terminate at the end of that shift. Casual Team Members will be paid a loading of 22.5% of their ordinary time rate of pay. This loading is in lieu of all entitlements that full-time and part-time team members receive under the NES (except where otherwise provided for in the Agreement).
- (b) Casual Team Members may request that their employment be converted to a permanent position in accordance with item 1 of the Appendix.
- (c) Casual Team Members may work a maximum of 152 hours during a 4-week roster cycle.

#### 3.3 Rosters for new starters

Successful candidates for full-time and part-time positions will receive a commencement roster based on operational needs and subject to the candidate's availability and preferences as discussed during the recruitment process. The roster will show daily starting and finishing times and the number of ordinary hours rostered for the roster period.

#### 3.4 Rostering process

- (a) Team Members may be rostered to work within the Span of Ordinary Hours.
- (b) Rosters will be issued electronically for a 4-week roster cycle at least 2 weeks in advance. Rosters will show daily starting and finishing times and the number of ordinary hours rostered for the 4-week roster cycle.



- (c) Rosters for ordinary hours of work will be issued in accordance with operational requirements (which includes having Team Members with the right skills working at the right times) and rosters will be set by agreement wherever possible. In setting rosters, Bunnings will use its best endeavours to:
  - (i) accommodate Team Members' family responsibilities, significant commitments outside of work (including sporting, religious and study commitments) and access to safe transport home; and
  - (ii) ensure fairness in the rostering of all Team Members.

### 3.5 Changing rosters

- (a) Rosters of Team Members may be varied by Bunnings with 7 days' notice or at any time by agreement. Should a team member disagree with the roster change they will be given a minimum of 14 days' notice (instead of 7 days' notice). This clause does not apply to a Team Member whose working hours are irregular, sporadic or unpredictable.
- (b) Bunnings will consult with any Team Members affected by the proposed changes and their representatives (if any).
- (c) For the purpose of consulting as specified in this clause:
  - (i) Bunnings must provide the Team Member (and any representative) information about the proposed change (for example, electronic notification about the nature of the change and when it is to begin); and
  - (ii) as soon as practicable the Team Member must either accept the change or elect to meet to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities). The Team Member is welcome to bring their representative (if any) to the meeting to give their views about that impact. The Team Member must provide all relevant information and alternative availability so that operational needs and personal requirements can reasonably be met.
- (d) Bunnings will consider any views given by the Team Member and their representative (if any).
- (e) This clause is to be read in conjunction with any other provisions of the Agreement concerning the scheduling of work or the giving of notice.

### 3.6 Rostering rules

- (a) Hours of work may be rostered on any day within the Span of Ordinary Hours subject to the following restrictions:

Restrictions	Full-time	Part-time	Casual
Maximum rostered ordinary hours per day	9.5	9.5	9.5
Minimum rostered ordinary hours per day	6	3	3
Maximum consecutive days	6	6	6
Maximum hours in a Payroll Week	46	46	46
Maximum days per 4-week roster cycle	20	20	20

- (b) Notwithstanding the restrictions set out in clause 3.6(a):
  - (i) Team Members can be rostered to work up to 10.5 hours on 1 day per Payroll Week;
  - (ii) by agreement, the minimum number of rostered ordinary hours per day for a full-time Team Member may be reduced to not less than 4 hours per day;

- (iii) where a part-time Team Member's contracted hours are 20 or less per Payroll Week, their maximum hours will be 30 or up to 46 by agreement; and
  - (iv) where a Team Member accepts additional hours pursuant to clause 3.9, such hours may be worked on a 21<sup>st</sup> day in a 4-week roster cycle.
- (c) Except by agreement:
- (i) Team Members who work 3 out of the 4 Sundays in a 4-week roster cycle will receive a full weekend off; and
  - (ii) Team Members will receive 2 consecutive days off each Payroll Week or 3 consecutive days off in the rostered fortnight (comprising 2 Payroll Weeks).
- (d) Team Members may revoke any agreement made under this clause by providing 4 weeks' notice. Job offers must not be conditional on candidates agreeing to vary the above roster conditions.
- (e) Subject to clause 3.7, the hours of work on any day, exclusive of meal breaks, will be continuous.

### **3.7 Rostering for training/meetings**

- (a) Training and meetings will generally be scheduled during a Team Member's ordinary hours of work.
- (b) Bunnings will provide facilities to team members to complete training at work. By agreement a Team Member may complete online training, relevant to their position, on their own device away from work at a time that suits them. Such training will:
- (i) be paid at their ordinary time rate of pay;
  - (ii) not trigger overtime or penalties;
  - (iii) not constitute an additional start; and
  - (iv) be paid for the duration as specified in the learning catalogue.
- (c) By agreement a Team Member may be rostered for a minimum of 1 hour to attend facilitated training or team meetings. These sessions will be treated as time worked at their ordinary time rate of pay, plus any applicable penalty rate in accordance with clause 4.1, but will not constitute an additional start, unless the training or meeting is scheduled on a day where no other work is performed.

### 3.8 Consent to work additional hours – Part-time Team Members

A part-time Team Member can provide written consent to Bunnings to work additional hours (or part thereof) at their ordinary time rate of pay plus any applicable penalty rate in accordance with clause 4.1, provided such consent may be revoked by the Team Member at any time in writing. Providing consent under this clause does not require a Team Member to accept any additional hours (or part thereof) that are offered to them.

### 3.9 Accepting additional hours

- (a) Subject to subclauses 3.6(a) and 3.8, across each 4-week roster cycle, full-time and part-time Team Members may be offered additional hours (or part thereof) at their ordinary time rate of pay plus any applicable penalty rate in accordance with clause 4.1, subject to the caps set out below:

Average weekly hours	Maximum ordinary hours over 4-week roster cycle
30 – 38	160
less than 30	152

- (b) The roster system will issue an alert if a proposed roster exceeds a Team Member's contracted hours over a 4-week roster cycle. The Team Member must accept or reject the additional hours as soon as practicable.

### 3.10 Time off or pay for additional hours

- (a) Each EBA Year full-time and part-time Team Members who have agreed to work additional hours under clause 3.9 must decide to either:
- (i) be paid for the additional hours at their ordinary time rate of pay plus any applicable penalty rate in accordance with clause 4.1 in their next pay cycle; or
  - (ii) take time off in lieu (**TOIL**) equivalent to the additional hours worked taking into account any applicable penalties that apply under clause 4.1 when TOIL is accrued and taken. For example, a Team Member will accrue 1.5 hours' TOIL when working 1 additional hour on a Sunday (when there is a 50% penalty rate), and 1 hour TOIL taken on Sunday will result in a deduction of 1.5 hours from a Team Member's TOIL balance.
- (b) A decision under clause 3.10(a) will be made in advance of an EBA Year, for that entire EBA Year, or part thereof for Team Members new to full-time or part-time employment. A Team Member's decision in one EBA Year will continue to apply if they do not make a decision for the following EBA Year.
- (c) Team Members may apply for TOIL, during the EBA Year that it accrues, in the same manner that they apply for annual leave, provided that their TOIL balance cannot exceed 38 hours at any given time. Where a Team Member's TOIL balance exceeds that limit Bunnings will pay the Team Member in accordance with subclause 3.10(a)(i), subject to clause 4.3, for any additional hours in excess of that limit.
- (d) If, on the termination of a Team Member's employment, or at the end of an EBA Year, a Team Member has accrued TOIL under this clause, Bunnings will pay the Team Member at their ordinary time rate of pay for the additional hours, in their final pay, or next pay cycle, as applicable.
- (e) Bunnings will not exert undue influence or undue pressure on a Team Member in relation to the decision a Team Member makes under clause 3.10(a).

## 4. Penalties & overtime

### 4.1 Penalties

- (a) The following penalties will apply, subject to subclause 4.3(d), calculated on a Team Member's ordinary time rate of pay and paid in lieu of any other penalty or premium:

Day	Time period	Full-time and part-time	Casual (inclusive of 22.5% casual loading)
Monday to Friday	5 am to 7 am	10%	30%
	6 pm to 11 pm		
	11 pm to 5 am	30%	50%
Saturday	Midnight to 5 am	30%	50%
	11 pm to midnight		
	5 am to 11 pm	10%	30%
Sunday	Midnight to 6 am	100%	100%
	6 am to 7 am	75%	75%
	7 am to 9 pm	50%	50%
	9 pm to 10 pm	75%	75%
	10 pm to midnight	100%	100%

- (b) The hours worked pursuant to this clause:
- (i) that fall outside the Span of Ordinary Hours, may only be worked by agreement; and
  - (ii) are ordinary hours and not overtime, meaning that they are subject to clause 9.7 (superannuation) and accrue annual and personal/carer's leave.

### 4.2 Shiftwork

- (a) This clause does not apply to non-shiftworkers who work outside the Span of Ordinary Hours.
- (b) Shiftworkers are those Team Members who are regularly rostered to work shifts that start on or after 6 pm on 1 day and before 5 am on the following day. Shiftwork does not include a shift which starts and finishes on the same day within the Span of Ordinary Hours.
- (c) Meal breaks for shiftworkers are paid.
- (d) The following penalties, paid in lieu of any other penalty or premium and calculated on the Team Member's ordinary time rate of pay, will apply to shiftworkers:

Day	Full-time and part-time	Casual (inclusive of 22.5% casual loading)
Monday to Friday	25%	45%
Saturday	35%	55%
Sunday	60%	80%

- (e) For the purpose of the NES, a Team Member will be considered a shiftworker and eligible for 1 extra week's annual leave per annum if:
- (i) they are regularly rostered to work on Sundays and public holidays; and
  - (ii) Bunnings, throughout the course of an EBA Year, continuously rosters shifts for 24 hours a day for 7 days a week.

### 4.3 Overtime

- (a) The following work will be regarded as overtime and paid in accordance with this clause:
  - (i) work in excess of 46 hours in any 1 Payroll Week;
  - (ii) work in excess of 9.5 ordinary hours on any 1 day, provided that Team Members can work up to 10.5 hours on 1 day per Payroll Week;
  - (iii) work in excess of 2 consecutive days off per Payroll Week or 3 consecutive days off in a fortnight (comprising 2 consecutive Payroll Weeks), unless such work was agreed;
  - (iv) work in excess of 6 consecutive days;
  - (v) where a Team Member does not agree but is required to work additional hours above their contracted hours;
  - (vi) where a Team Member is required to work and does not receive a break of 10 consecutive hours between rostered shifts;
  - (vii) work by casual Team Members in excess of 152 hours across a 4-week roster cycle;
  - (viii) work by full-time or part-time Team Members in excess of the 4-week maximums set out in subclause 3.9(a); and
  - (ix) where a Team Member is required to work on more than 20 days in a 4-week roster cycle, other than in accordance with clause 3.9.
- (b) The overtime rate for full-time and part-time Team Members is paid at time and half for the first 3 hours and double time thereafter.
- (c) The overtime rate for casual Team Members is paid at 172.5% of the ordinary time rate of pay for the first 3 hours and 222.5% thereafter (inclusive of 22.5% casual loading).
- (d) Overtime is calculated daily and is in substitution for any other penalty or premium payable.
- (e) Work outside the Span of Ordinary Hours, that is not shiftwork, will receive the applicable penalties set out in subclause 4.1(a) and is not overtime.
- (f) Overtime worked in accordance with this clause will be paid in the next pay cycle and cannot accrue as TOIL.

## 5. Flexibility

### 5.1 Flexible working arrangements

- (a) A Team Member may request a temporary or permanent change in working arrangements where they:
  - (i) are a parent, or have responsibility for the care of a child, who is of school age or younger;
  - (ii) have carer responsibilities of a person who has a disability, medical condition, mental illness, or is frail and aged;
  - (iii) have a disability;
  - (iv) are 55 or older; or
  - (v) are experiencing family or domestic violence or caring/supporting a family or household member who is experiencing family or domestic violence.
- (b) A Team Member returning from parental leave may request to reduce their hours on a temporary or permanent basis.
- (c) A request under subclause 5.1(a) or 5.1(b) must be in writing, setting out the details of the change sought and the reasons for the change. Bunnings must respond to the request within 21 days and may only refuse the request on reasonable business grounds, within the meaning of the Act.
- (d) Before responding to a request made by a Team Member under this clause, Bunnings 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:
  - (i) the needs of the Team Member arising from their circumstances;
  - (i) the consequences for the Team Member if changes in working arrangements are not made; and
  - (iii) any reasonable business grounds for refusing the request.
- (e) Where Bunnings refuses a Team Member's request under this clause:
  - (i) the written response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply; and
  - (ii) if Bunnings and the Team Member could not agree on a change in working arrangements under clause 5.1(d), the written response must:
    - (A) state whether or not there are any changes in working arrangements that Bunnings can offer the Team Member so as to better accommodate the Team Member's circumstances; and
    - (B) if Bunnings can offer the Team Member such changes in working arrangements, set out those changes in working arrangements.
- (f) If Bunnings and the Team Member reach an agreement under clause 5.1(d) on a change in working arrangements that differs from that initially requested by Team Member, Bunnings must provide the Team Member with a written response to their request setting out the agreed change(s) in working arrangements.

- (g) Disputes about whether Bunnings has discussed the request with the Team Member and responded to the request in the way required under this clause can be dealt with in accordance with the Dispute Resolution Procedure set out in clause 15.

## **5.2 Individual flexibility arrangements (IFAs)**

Bunnings and a Team Member may make an individual flexibility arrangement (**IFA**) in accordance with item 3 of the Appendix.

## **6. Allowances & uniforms**

### **6.1 Meal allowance**

- (a) A Team Member required to work more than 1 hour of overtime after the Team Member's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$18.29. Where such overtime work exceeds 4 hours a further meal allowance of \$16.57 will be paid.
- (b) No meal allowance will be payable where a Team Member could reasonably return home for a meal within the period allowed.

### **6.2 Transport allowance**

Where Bunnings requires a Team Member to use their personal motor vehicle in the performance of their duties the Team Member will be paid an allowance of 78 cents per kilometre travelled (**Transport Allowance**).

### **6.3 Forklift fees**

Bunnings will pay for any forklift licence fees on behalf of Team Members who are required by Bunnings to operate a forklift in the performance of their position as set out at clause 2.1.

### **6.4 Transfer to another store**

Where a Team Member is temporarily transferred from one store to another, they will be entitled to any approved additional fare costs for using public transport, or approved additional cost for private mileage at the rate set for the Transport Allowance. A Team Member is also entitled to payment of additional travelling time at their ordinary time rate, plus any applicable penalty rate in accordance with clause 4.1, except on Sundays and Public Holidays when payment will be at the rate of time and one half. The entitlements in this clause do not apply if the Team Member requests or volunteers for the temporary transfer.

### **6.5 Travel time for training**

Where time spent travelling to and attending training exceeds a Team Member's rostered shift length and ordinary travel time, such additional time will be paid at the ordinary time rate of pay, plus any applicable penalty rate in accordance with clause 4.1. This clause does not apply to conferences or expos where attendance is voluntary.

### **6.6 Uniforms**

Bunnings will provide appropriate clothing (e.g. polo shirts, windcheater/polar fleece) to Team Members on commencement of employment and on the anniversary of each Team Member's commencement of employment.



## 7. Public holidays

### 7.1 Recognised public holidays

The following days will be regarded as public holidays:

- |                      |   |
|----------------------|---|
| (a) New Year's Day;  | (f) Easter Monday;                                    |
| (b) Australia Day;   | (g) Anzac Day;  |
| (c) Labour Day;      | (h) Queen's Birthday;                                 |
| (d) Good Friday;     | (i) Christmas Day; and                                |
| (e) Easter Saturday; | (j) Boxing Day (Proclamation Day in South Australia). |

### 7.2 Additional/alternative public holidays by region

The following days will be regarded as public holidays in addition to, or in lieu of where stated, the days in clause 7.1:

<b>Victoria</b>	Melbourne Cup Day, provided that where a local day is proclaimed or gazetted in a locality outside the metropolitan area and Melbourne Cup Day is not proclaimed or gazetted in the locality, then the local day will be taken as a public holiday in lieu of Melbourne Cup Day.
<b>Western Australia</b>	Western Australia Day.
<b>Northern Territory</b>	May Day (in lieu of Labour Day) Picnic Day and the applicable Show Day.
<b>South Australia</b>	Adelaide Cup Day.
<b>Tasmania</b>	Show Day (in lieu of Easter Saturday).  Hobart Regatta Day (South of Oatlands) or Recreation Day where Regatta Day is not observed (but not both days).
<b>New South Wales</b>	Picnic Day (being the first Tuesday in November).
<b>ACT</b>	Canberra Day.  Reconciliation Day.
<b>Queensland</b>	Exhibition Day (or the local Show Day).

### 7.3 Additional public holidays

Where an additional public holiday is declared or prescribed by or under a law of the Commonwealth, State or Territory Governments such holiday will be regarded as a public holiday for the purpose of this clause in addition to those prescribed by clauses 7.1 and 7.2 in the areas in which it is declared to apply.

## **7.4 Substituted public holidays**

If the days set out in clauses 7.1, 7.2 or 7.3 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (**substituted public holiday**), then:

- (a) the provisions in this clause will apply to the substituted public holiday as if it were a public holiday; and
- (b) the actual day of the holiday which has been substituted will not be regarded as a public holiday for the purposes of this clause.

## **7.5 Rostering on public holidays**

- (a) Team Members may be rostered (with individual circumstances to be taken into account) to work up to 5 public holidays as defined in clauses 7.1, 7.2 and 7.3 other than Christmas Day and Good Friday.
- (b) Team Member preferences as to which public holidays they would prefer to work will be sought by Bunnings no less than 6 weeks prior to the public holiday falling. Rosters for work on days which are public holidays will be provided 4 weeks in advance and will not be unnecessarily varied. However, in cases where variation is necessary ordinary rostering provisions will apply. Any disagreement will be managed in accordance with the Dispute Resolution Procedure at clause 15.

## **7.6 Work on public holidays**

- (a) Where a Team Member performs work on a day or part day that is a public holiday they will receive the following loadings:
  - (i) full-time and part-time Team Members, 125%; and
  - (ii) casual Team Members, 150% (inclusive of the casual loading).
- (b) The loading paid for work on public holidays is only paid on actual hours worked and is in substitution for any other premium payable.

## **7.7 Payment for absence on public holiday**

- (a) Where a full-time or part-time Team Member is absent from work on a day or part-day that is a public holiday Bunnings will pay the Team Member for their ordinary hours of work on that day or part day at their ordinary time rate of pay. For example, if a part-day public holiday is declared from 7pm to midnight, Team Members who are absent will be paid for the portion of their regular shift that falls within the hours 7pm to midnight.
- (b) A full-time or part-time Team Member has ordinary hours of work on a day or part-day if they are regularly rostered to work on that day.
- (c) Where a Team Members' rostered days have varied over the 12 weeks prior to the public holiday, a Team Member will be considered to have been regularly rostered to work on a day if during that period the Team Member worked at least 7 out of 12 of those days.

## **7.8 Overtime on public holidays**

- (a) A Team Member required by Bunnings to work overtime, within the meaning of subclause 4.3(a), on a public holiday as defined in clauses 7.1, 7.2 and 7.3, will be paid at the rate of double time and a half, calculated on a Team Member's ordinary time rate of pay.
- (b) The premium payable under clause 7.8(a) is in substitution for any other loading (including casual loading) or premium payable.

## 8. Breaks

### 8.1 Entitlement to breaks

- (a) Team Members will be entitled to unpaid meal breaks and paid rest breaks in accordance with the following table:

Shift length	Rest break (15 minutes)	Meal break (30, 45 or 60 minutes as agreed)
Less than 4 hours	None	None
4 hours or more but not more than 5 hours	One rest break	None
More than 5 hours but not more than 7 hours	One rest break	One meal break
More than 7 hours	Two rest breaks	One meal break

- (b) Where a Team Member works overtime refer to clause 6.1 to determine appropriate meal allowances.
- (c) Meal breaks for shiftworkers are paid breaks of 30 minutes.

### 8.2 Timing of breaks

Except by agreement:

- (a) Meal breaks will be taken at a time to suit the operational requirements of Bunnings provided that no Team Member will work more than 5 hours during one shift without a meal break.
- (b) Where a Team Member works in excess of 7 hours during one shift, the first rest break will be taken before the meal break and the second rest break will be taken after the meal break.
- (c) Rest and meal breaks are not to be taken within one hour of commencing or ceasing work.
- (d) A Team Member cannot be required to take a rest break combined with a meal break.

## 9. Wages

### 9.1 Payment of wages

- (a) All wages will be paid on a fortnightly basis by Electronic Funds Transfer (**EFT**) no later than 4 days following the completion of a fortnight (comprising 2 Payroll Weeks) in which the wages were earned. Full-time and part-time Team Members will receive payment for their average weekly hours (including any penalties), overtime hours and allowances, less any leave or absence without pay, in their fortnightly pay. Any additional hours worked (that are not accrued as TOIL) will be paid in the fortnightly pay immediately following the 4-week roster cycle.
- (b) Prior to the commencement of employment, each prospective Team Member must nominate a bank account into which their wages will be paid so as to enable Bunnings to pay the prospective Team Member's wages by EFT.
- (c) Bunnings will give Team Members access to a pay slip, in accordance with the Act, within one working day of the date they are paid.

### 9.2 Minimum wages

Wage increases will take effect from the first full pay period on or after 1 September once the Agreement commences. The minimum weekly wages, based on a 38 hour week, will be:

Classification	1 September 2019	1 September 2020	1 September 2021
Grade 1	\$900.00	\$925.00	\$950.00
Grade 2	\$935.00	\$960.00	\$980.00
Grade 2A	\$950.00	\$975.00	\$1,000.00
Grade 3	\$975.00	\$1,000.00	\$1,025.00
Grade 4	\$1,000.00	\$1,025.00	\$1,050.00

### 9.3 Performance pay

- (a) Bunnings is committed to maintaining a classification, remuneration and performance pay system that is fair, transparent and rewards Team Members for their skills and contribution to the business.
- (b) A performance based wage review will occur annually linked to the Team Member's performance appraisal. Performance pay applies to all positions in Bunnings, subject to clause 9.3(g), and means that Team Members can, at Bunnings' discretion, receive a variable pay increase based on their performance, provided that they must receive at least the minimum wages set out in clause 9.2.
- (c) Bunnings will make information regarding performance pay and the performance appraisal process readily accessible to Team Members.
- (d) The performance appraisal process will include:
  - (i) periodic reviews of a Team Member's performance, with an annual review linked to pay;
  - (ii) Team Members receiving the final copy of their annual performance appraisal; and
  - (iii) career planning and training needs which will be linked to a training plan.
- (e) Team Members are encouraged to raise any concerns about their performance appraisal (outcome or process) or associated wage increase with their Coordinator or a more senior leader.

- (f) The average performance pay increase across all Team Members (**Performance Pay Target**):
  - (i) in 2019, will be at least 2%; and
  - (ii) in 2020 and 2021, will be at least 2% or CPI up to 2.5%, whichever is greater.

CPI means the all groups 12 month national consumer price index (weighted average of the 8 capital cities) published by the Australian Bureau of Statistics for the most recent June quarter.

- (g) The Performance Pay Target will apply to full-time and part-time Team Members with 6 months' service or more and casual Team Members with over 2 years' service.
- (h) Nothing in the Agreement guarantees a Team Member an annual increase in performance pay above the minimum wages in clause 9.2.
- (i) Bunnings shall supply the SDA annually with the calculations it performed to ensure it met its obligations to provide the Performance Pay Target specified in clause 9.3(f). Nothing in this clause requires Bunnings to supply Team Members' personal information.

#### 9.4 Junior rates

- (a) Junior Team Members (those under 18 years of age) will receive the following percentages of the adult Team Member rates prescribed in clause 9.2:

Age	Percentage
15 and under	50%
16	60%
17	75%

- (b) Junior rates will not apply to:
  - (i) Trade Qualified Team Members;
  - (ii) Delivery Drivers;
  - (iii) Forklift Coaches; or
  - (iv) Supervisors.
- (c) Junior Team Members are required to provide their leader with their school terms each year and provide updated school terms where they change schools during a school year.

#### 9.5 Better off at Bunnings

- (a) The Agreement provides for higher minimum weekly wages compared to the *General Retail Industry Award 2010* (**Retail Award**), and varies some of the Retail Award penalties. It is Bunnings' intention that Team Members will be better paid under the Agreement compared to the Retail Award.
- (b) Every 12 weeks Bunnings will assess whether a Team Member worked a pattern of hours that resulted in the Team Member receiving less pay under the Agreement than they would have received if they were paid under the Retail Award, for the reason that the Retail Award provided for annual leave loading, a more beneficial penalty, allowance or overtime pay where a Team Member either works more than 152 hours over a 4-week period or outside the ordinary spread of hours in the Retail Award. Bunnings will pay the Team Member an amount that reflects that difference in pay, plus 1.25% of that amount, in their next pay cycle after that 12-week period.

- (c) Bunnings will also perform the assessment in subclause 9.5(b) on the cessation of a Team Member's employment in relation to any portion of a 12 week period not already assessed.
- (d) Where a Team Member has received consecutive payments under subclause 9.5(b) the Team Member may request in writing that Bunnings review their roster and pay rate. Bunnings will review the Team Member's roster and/or pay rate, as it considers appropriate, with the objective of ensuring that regular payments are not required to Team Members under subclause 9.5(b). The Dispute Resolution Procedure at clause 15 will apply if a resolution is not reached following Bunnings' review.

## **9.6 Higher duties**

Effective 1 September 2020:

- (a) where a Team Member is directed by Bunnings to perform the duties of a Team Member with a higher classification for more than half of their rostered hours in one Payroll Week, the Team Member will be paid at the rate of the higher classification for all of their hours in that Payroll Week; and
- (b) where a Team Member receives payments under subclause 9.6(a) for 8 consecutive Payroll Weeks, the Team Member may request that Bunnings appoint the Team Member to that higher classification and Bunnings will grant such a request where granting the request is consistent with its ongoing operational requirements.

## **9.7 Superannuation**

- (a) Bunnings will make superannuation contributions on each Team Member's behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992 (SGA Act)*, provided that the contribution rate will be the greater of 10.0% or the minimum contribution rate set out in the SGA Act.
- (b) Bunnings' default superannuation fund is the Retail Employees Superannuation Trust (**REST**).
- (c) A Team Member may, in accordance with the SGA Act, elect to have their superannuation contributions made into an alternative complying fund.
- (d) Team Members may authorise Bunnings to make additional superannuation contributions from their gross income.

## **10. Leave**

### **10.1 Paid leave for part-time Team Members**

For the purpose of this clause, where a full-time Team Member's entitlement to paid leave is stated, a part-time Team Member accrues leave on a pro-rata basis according to their ordinary hours of work.

### **10.2 Annual leave**

- (a) A full-time Team Member is entitled to 4 weeks' paid annual leave at their ordinary time rate of pay, per year of service. Paid annual leave accrues progressively during a year of service according to the Team Member's ordinary hours of work, including any additional hours worked in accordance with clause 3.9, and accumulates from year to year.
- (b) Annual leave may be taken for a period agreed between the Team Member and Bunnings. Requests for annual leave by a Team Member will not be unreasonably refused by Bunnings. The intention is for Team Members to take their leave in one continuous block or some lesser period as agreed with Bunnings. Save for unforeseen circumstances Bunnings will respond to annual leave requests within 14 days of the request being made by a Team Member. In the case of unforeseen circumstances (for example the relevant leader being absent) Bunnings will respond to the Team Member's request within 28 days.
- (c) A Team Member may take annual leave in advance by agreement with Bunnings. Where a Team Member's employment is terminated and, as a result of taking annual leave in advance, they have a negative annual leave balance, Bunnings may deduct an amount equal to that balance from the Team Member's final pay.
- (d) A Team Member is encouraged to take their annual leave during the year that it accrues. Where a Team Member has an accrual of annual leave that exceeds 6 weeks, Bunnings may ask the Team Member to take annual leave. The Team Member and Bunnings will have discussions to reach agreement on the time that such leave is to be taken. If agreement cannot be reached, Bunnings may then direct the Team Member to take up to 2 weeks of annual leave. Where a Team Member is directed to take annual leave, Bunnings will provide at least 4 weeks' notice to the Team Member.
- (e) Where a public holiday falls in a period during which a Team Member is on annual leave, the Team Member is not taken to be on annual leave on that day.
- (f) Upon termination of employment for any reason, a Team Member will be paid for all accrued but untaken annual leave.
- (g) Bunnings believes that Team Members should regularly take their annual leave for rest and recuperation. A Team Member may, by request in writing to Bunnings, apply to cash out up to 2 weeks of their accrued annual leave. Such requests will only be granted at Bunnings' discretion in circumstances of financial hardship and where the Team Member continues to have a minimum of 4 weeks' annual leave remaining after the cashing out of any annual leave.
- (h) If the period during which a Team Member takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the Team Member is taken not to be on paid annual leave for the period of that other leave or absence. The other leave will be taken in accordance with the applicable leave provisions in the Agreement.

### 10.3 Personal/carer's leave

- (a) Full-time Team Members will be entitled to accrue 11 days' paid personal/carer's leave at their ordinary time rate of pay, per year of service.
- (b) Casual Team Members will be entitled to accrue 3.3 hours of personal/carer's leave at their ordinary time rate of pay plus the casual loading, for every 152 hours worked.
- (c) Personal/carer's leave for full-time and part-time Team Members accrues progressively during a year of service according to a Team Member's ordinary hours of work, including any additional hours worked in accordance with clause 3.9, and accumulates from year to year.
- (d) Personal/carer's leave is to be taken:
  - (i) because the Team Member is not fit for work as a result of a personal illness or personal injury, affecting the Team Member; or
  - (ii) to provide care or support to an immediate family member or member of the Team Member's household, because of a personal illness or personal injury affecting the member or, an unexpected emergency affecting the member.
- (e) For the purposes of this clause "**immediate family member**" means a spouse (including de facto spouse, former spouse, former de facto spouse); an adult child; a dependent child (including an adopted child, a stepchild, a foster child or an ex-nuptial child); parent; grandparent; grandchild or sibling of the Team Member or of a spouse of the Team Member.
- (f) A Team Member will as soon as reasonably possible notify Bunnings of any intended absence on personal/carer's leave, and the period or expected period of absence. The Team Member, if required by Bunnings, must give evidence (such evidence that would satisfy a reasonable person, including for example a medical certificate or statutory declaration) that leave taken in accordance with this clause is taken for one of the purposes set out at subclause 10.3(d).
- (g) A Team Member who takes personal/carer's leave under this clause for more than 2 single rostered shifts per year may be required to provide Bunnings with a medical certificate (or where not practicable for the Team Member, a statutory declaration) or other proof reasonable to Bunnings that their absence is taken for one of the purposes set out at subclause 10.3(d).
- (h) Unused personal/carer's leave will accrue from year to year.
- (i) A Team Member will not be entitled to be paid for accrued but untaken personal/carer's leave on termination of employment.
- (j) Payment for leave taken in accordance with this clause will be calculated on the number of hours that the Team Member was rostered to work on the day or days of absence and the rate of pay for the leave will be at the Team Member's ordinary time rate of pay (plus the casual loading, for casual Team Members).
- (k) Where a full-time or part-time Team Member has agreed to work in excess of their contracted hours, the Team Member will be entitled to be paid personal/carer's leave for any hours they are rostered but unable to work and such hours will be deducted from their personal/carer's leave balance.
- (l) A Team Member may access personal/carer's leave for the purposes of donating bone marrow or for pre-natal appointments, provided that they provide proof reasonable to Bunnings that their absence is for those purposes.



## 10.4 Unpaid carer's leave

All Team Members are entitled to an additional 2 days of unpaid personal/carer's leave on each occasion that a member of the Team Member's immediate family or household requires care and support due to personal illness or personal injury or an unexpected emergency, affecting the member. The unpaid leave referred to in this clause may only be used when all accrued personal/carer's leave has been exhausted. Team Members taking unpaid carer's leave under this clause must, when requested by Bunnings, provide a medical certificate (or where not practicable for the Team Member, a statutory declaration) or other reasonable proof of the reasons for their absence.

## 10.5 Family and domestic violence leave

Team Members may access family and domestic violence leave in accordance with item 4 of the Appendix.

## 10.6 Accruals during workers' compensation absences

Team Members that are absent from work on account of an illness or injury for which they are in receipt of workers' compensation payments will accrue annual leave and personal/carer's leave for up to 12 months post the date of injury (or further period if required by legislation).

## 10.7 Compassionate leave

- (a) Full-time and part-time Team Members are entitled to paid compassionate leave on the death of a family member/relative as follows:

Relationship to the Team Member	Paid leave entitlement
Spouse, parent (or guardian), sibling, or child (including where the Team Member is the child's guardian)	5 days
Step-parent, parent-in-law, sibling-in-law, stepchild, grandparent or grandchild	3 days
Former spouse, spouse's child, spouse's grandparent or grandchild	2 days
Uncle, aunt, niece, nephew or significant other	1 day

- (b) In the case of an uncle, aunt, niece, nephew or significant other, where funeral arrangements and personal circumstances permit the Team Member to attend for work on part of the day in question, it is expected that they will do so.
- (c) For the purposes of this clause:
- (i) **"spouse"** includes married or de facto partners; and
  - (ii) **"paid leave entitlement"** means a period not exceeding the number of ordinary hours usually worked by the Team Member over the number of days specified.
- (d) Where travel is required to attend a funeral, Team Members may utilise unpaid leave so that the total leave period:
- (i) is up to 7 calendar days, where the funeral is outside the State;
  - (ii) is up to 30 calendar days, where the funeral is outside Australia.
- (e) A full-time or part-time Team Member is entitled to take 2 days of paid compassionate leave for each occasion (**Permissible Occasion**) where a member of the Team Member's immediate family or household contracts or develops a personal illness that poses a serious threat to their life or sustains a personal injury that poses a serious threat to their life.

- (f) A Team Member who is granted paid compassionate leave may be required to provide proof of death, or the Permissible Occasion, to the satisfaction of Bunnings. A Team Member taking leave according to this clause will give notice to Bunnings as soon as is practicable which sets out the period, or expected period of leave.

### **10.8 Jury service leave**

- (a) Full-time and part-time Team Members will be allowed special leave when required for jury service.
- (b) A Team Member who is required to attend jury service must notify their leader as soon as is reasonably practicable.
- (c) During such special leave the Team Member will be paid the difference between the jury service fees received and the wages the Team Member would have received had they worked during that period.
- (d) The Team Member will also provide Bunnings with proof of jury service fees received.

### **10.9 Parental leave**

- (a) Team Members are entitled to 12 months of unpaid parental leave in accordance with the Act and this clause.
- (b) A Team Member may access parental leave concurrently with their partner or after their partner has taken parental leave, provided that parental leave must be continuous (except for the first week after birth).
- (c) A casual Team Member who has been employed on a regular and systematic basis for at least 12 months and, but for the expected birth or placement of a child, would have a reasonable expectation of continuing engagement, will be entitled to parental leave.
- (d) Team Members may be engaged, on a strictly voluntary basis, on a casual basis during periods of parental leave (except during the first 18 weeks after the birth of a child). Such engagements will be paid at the appropriate casual hourly rate in lieu of all leave entitlements and will not be included as service for any such accruals (except for long service leave where applicable) and will not extend the period of parental leave beyond the originally approved period of leave.
- (e) Team Members may request to extend the parental leave period up to a maximum of 104 weeks. Bunnings may only refuse the request on reasonable business grounds.

### **10.10 Long service leave**

Team Members are entitled to long service leave in accordance with applicable State or Territory legislation.

### **10.11 Blood donor leave**

- (a) Full-time Team Members wishing to donate blood during their ordinary working hours are entitled to, on up to 4 occasions per calendar year, be absent from work for 2 hours for the purpose of donating blood without deduction of pay.
- (b) A Team Member wishing to donate blood under this clause must give Bunnings reasonable notice of their intention to do so and endeavour to arrange the absence at either the beginning or end of their shift.

### **10.12 Australian Defence Force Reserve service leave**

- (a) Full-time or part-time Team Members will be allowed leave of up to 2 weeks per year to attend Australian Defence Force (**ADF**) Reserve service or training for the same.
- (b) During such leave Team Members will receive make up pay up to their ordinary time rate of pay where the Team Member's ADF Reserve service pay is less than their ordinary time rate of pay.
- (c) To receive payment, the Team Member must provide proof of attendance and proof of the ADF pay received for the service.
- (d) Team Members seeking to take ADF Reserve service leave must apply in writing at least 1 month prior to the period of service (or training) setting out the proposed start and finish dates of the leave.
- (e) All applications for ADF Reserve service leave must be supported by reasonable proof from the ADF.

### **10.13 Emergency services leave**

- (a) Full-time and part-time Team Members involved in recognised emergency response groups (such as the State Emergency Service and volunteer fire fighters) are entitled to up to 5 days' paid leave per year at their ordinary time rate of pay for their ordinary hours to attend local emergency situations (such as bushfires and floods).
- (b) To receive payment, the Team Member must provide Bunnings with proof of attendance from the relevant emergency service.
- (c) All Team Members are eligible to take unpaid community service leave in relation to a voluntary emergency management activity or other activity in accordance with the Act. Prior to accessing any unpaid leave, paid leave entitlements under this clause should be accessed.
- (d) In recognition of Bunnings' commitment to providing Team Members with care and support in the event of a natural disaster, Bunnings may, at its absolute discretion, grant a Team member with natural disaster leave.

# 11. Probation, termination & redundancy

## 11.1 Probation

The initial employment of a full-time and part-time Team Member will consist of probationary period of 6 months' continuous service (within the meaning of the Act).

## 11.2 Notice of termination

- (a) In order to terminate the employment of a full-time and part-time Team Member, for a reason other than serious misconduct, Bunnings will provide notice, or payment, including part payment, in lieu of notice, based on a Team Member's continuous service (within the meaning of the Act) as follows:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- (b) Team members over 45 years of age with 2 years' continuous service will, in addition to the notice in the above table, be provided with an additional week's notice.
- (c) Any payment in lieu of notice will be based upon a Team Member's full rate of pay for the hours they would have worked had their employment continued until the end of the minimum period of notice.
- (d) A full-time or part-time Team Member who has been given notice of termination of their employment is entitled to take one day off on full pay in order to seek other employment during their notice period. The timing of this day off will be agreed between the Team Member and Bunnings.
- (e) A Team Member giving notice of termination of their employment to Bunnings must give 2 weeks' notice. If such notice is not provided, any shortfall may be deducted by Bunnings from the Team Member's final pay.
- (f) On termination of employment:
- (i) Bunnings will provide, where requested by a Team Member, a written statement of service specifying the period of employment and the classification of or type of work performed by the Team Member prior to their termination of employment;
  - (ii) Bunnings must pay a Team Member no later than 7 days after the day on which the Team Member's employment terminates:
    - (A) the Team Member's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
    - (B) all other amounts that are due to the Team Member under this Agreement and the NES.
- (g) The requirement to pay wages and other amounts under clause 11.2(f)(ii) is subject to further order of the FWC and Bunnings making deductions authorised by this Agreement or the Act.

### 11.3 Redundancy

- (a) Where Bunnings has made a definite decision that it no longer wishes 15 or more Team Members to do the jobs they have been doing to be done by anyone else and that decision may lead to termination of employment, Bunnings will hold discussions with the Team Members directly affected, and their representatives (if any), and where applicable, the Union.
- (b) Where Bunnings has made a definite decision it no longer wishes between one and 14 Team Members to do the job they have been doing to be done by anyone and that decision may lead to termination of employment, Bunnings will hold discussions with the Team Members directly affected, and their representatives (if any).
- (c) The discussions referred to at clauses 11.3(a) and 11.3(b) will take place as soon as is practicable and will cover, amongst other matters the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Team Members concerned.
- (d) For the purposes of the discussion Bunnings will, as soon as practicable, provide in writing to the Team Members concerned and the Union, if applicable, all information relevant to the proposed terminations. Provided Bunnings will not be required to disclose confidential information detrimental to Bunnings's interests.
- (e) In addition to the relevant period of notice, a team member who is made redundant will be entitled to the following amount of redundancy pay in respect of continuous service (within the meaning of the Act):

Period of continuous service	Weeks' redundancy pay	
	Team members under 45	Team members 45 and over
less than 1 year	Nil	Nil
1 year but less than 2 years	4	5
2 years but less than 3 years	7	8.75
3 years but less than 4 years	10	12.5
4 years but less than 5 years	12	15
5 years but less than 6 years	14	17.5
6 years and more	16	20

- (f) "**Weeks' pay**" means the ordinary time rate of pay for the Team Member concerned.
- (g) Redundancy payments will not exceed the amount the Team Member would have earned if their employment with Bunnings had proceeded to the Team Member's normal retirement date.
- (h) A Team Member whose employment is terminated because their position is made redundant and gives Bunnings notice of termination of their employment during their notice period, will remain entitled to the redundancy payments under this clause. Where a Team Member provides such notice, they will not be entitled to payment in lieu of notice of termination.
- (i) Bunnings may make an application to the FWC to reduce the amount of redundancy pay payable to a Team Member where Bunnings obtains acceptable alternative employment for a Team Member. The Dispute Resolution Procedure, at clause 15, will apply, to the extent required, to an application to the FWC in accordance with any provision of this sub-clause.
- (j) A full-time Team Member who has been given notice of termination for the reason of redundancy will be entitled to take up to 7.6 hours off per week on full pay, pro rata for a part-time Team Member, to seek other employment during the notice period as set out in clause 11.2. The timing of this time off will be mutually agreed between the Team Member and Bunnings.

- (k) A Team Member is not entitled to redundancy pay under this clause if:
  - (i) the Team Member rejects an offer of employment made by another employer that:
    - (A) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Team Member's terms and conditions of employment with Bunnings immediately before the termination; and
    - (B) the other employer recognises the Team Member's service with Bunnings, for the purpose of redundancy pay under the Act; and
  - (ii) had the Team Member accepted the offer, there would have been a transfer of employment within the meaning of the Act in relation to the Team Member.
- (l) The redundancy pay in this clause will not apply to Team Members with less than one year's continuous service.
- (m) This clause does not apply to termination of employment for reasons other than redundancy, or in the case of casual Team Members, limited tenure Team Members or Team Members engaged for a specific period of time or for a specified task or tasks.

## **12. Health & safety**

### **12.1 Commitment to health and safety**

Bunnings is committed to safe working practices and the good health of all Team Members and where appropriate will confer regarding health and safety issues. This commitment to safety includes seeking to control workplace hazards, reducing the incidence of injury and ensuring occupational rehabilitation processes are in place.

### **12.2 Health and safety committees**

- (a) Bunnings will establish a health and safety committee at each Warehouse/Smaller Format Store in accordance with the requirements of the relevant State or Territory legislation. The function of those health and safety committees will include:
  - (i) facilitating consultation and co-operation with Team Members at the store in initiating, developing and implementing measures designed to ensure the safety and health of all Team Members;
  - (ii) reviewing and making recommendations on work practices to ensure the safety of the Team Members at the store;
  - (iii) maintaining information regarding hazards that arise or may arise at the workplace;
  - (iv) consider and make such recommendations as the committee sees fit in relation to any changes or intended changes to or at the store that may reasonably be expected to affect the safety and health of Team Members at the store;
  - (v) consider such matters referred to the committee by the safety representative and perform such other functions as may be agreed with Bunnings.
- (b) Where necessary the SDA National Secretary and Bunnings' Head of Safety, or their nominees, will meet to discuss workplace safety issues.
- (c) Bunnings will arrange for members of the health and safety committees to attend and be paid for appropriate OHS training courses as required by State or Territory legislation.
- (d) Bunnings will take steps to ensure workplace hazards are identified, assessed and where necessary appropriately controlled. Such steps will include hazard inspections and accident investigations.
- (e) Bunnings will provide each Team Member with such safety equipment as may be reasonably necessary to enable the Team Member to perform their duties. This will include, where required, the provision of adequate safety footwear.
- (f) If a Team Member is required to work in the rain they will be provided with suitable waterproof clothing and, upon request by the Team Member, with suitable wet weather footwear. Such clothing must be returned to Bunnings at the end of the Team Member's shift.
- (g) Nothing in this clause removes, diminishes or otherwise affects the application and operation of State and Territory occupational health and safety laws.
- (h) It is the expectation that the responsibility for providing first aid rests with the leadership team who are not covered by this Agreement.

### **12.3 Accident makeup pay**

- (a) If a full-time Team Member receives weekly compensation following an accident or injury under the relevant State or Territory legislation providing for such compensation and if that weekly compensation is less than the weekly wage set out in clause 9.2 Bunnings will pay the difference between the weekly wage and the weekly compensation for up to 52 weeks post the date of injury.
- (b) This clause will not apply to an injury suffered during the first 7 consecutive days of employment (including non-working days) in which the Team Member is incapacitated.
- (c) Part-time Team Members will receive pro-rata make up pay in accordance with their contracted hours.



## **13. Unions**

### **13.1 Union delegates**

- (a) Bunnings recognises the right of union delegates to represent the Union and its members.
- (b) Bunnings will allow union delegates to take paid leave for the purposes of attending trade union training. Such leave will not be unreasonably refused by Bunnings subject to operational requirements. It is agreed that unreasonable requests for a union delegate's attendance at union training will not be made by the Union.
- (c) Notwithstanding the above paragraph, Bunnings will allow a maximum of 10 days per year per store for the training of union delegates. This leave will not accrue from year to year.

### **13.2 Union recognition and membership**

- (a) Bunnings recognises that Team Members who are covered by this Agreement are entitled to be represented by the SDA or, in relation to Team Members employed at Warehouse and Smaller Format Stores located in the Northern Region of Queensland, the AWUEQ.
- (b) Bunnings commits to providing SDA and AWUEQ members with payroll deduction facilities in respect of union fees upon receipt of an authority to deduct form signed by the Team Member.

### **13.3 Freedom of association**

Bunnings honours the principle of freedom of association and acknowledges the right of every Team Member to join or not to join a union or to remain or not to remain a member of a union.

## **14. Consultation**

Bunnings will consult with Team Members in accordance with item 6 of the Appendix.

## **15. Dispute resolution procedure**

### **15.1 Process**

- (a) This clause sets out the procedure at Bunnings for addressing disputes in relation to a matter arising under the Agreement or the NES. It is to be administered and utilised in the spirit and purpose for which it is intended, being a mechanism for the fair, objective and prompt review of any dispute in relation to a matter arising under the Agreement.
- (b) In the first instance the Parties will attempt to resolve the matter at the workplace by discussions between the Team Member concerned and the relevant Coordinator. Time must be set aside, and any facts fully investigated, to ensure that the Team Member receives a response within a reasonable timeframe. If such discussions do not resolve the dispute or if the dispute concerns the Coordinator, the Team Member must refer the matter to the Complex or Area Manager, or the regional Human Resources Manager or their nominee.
- (c) If the matter remains unresolved having followed the steps in subclause 15.1(b), it must be referred to Bunnings' Employee Relations Manager (or their nominee).
- (d) At any stage of the dispute resolution process, a Team Member may appoint another person, organisation or association (for example the SDA or the AWUEQ) to accompany or represent them in relation to the dispute. Team Members are entitled to approach the Union at any stage for advice or assistance.

### **15.2 Referral to the Fair Work Commission**

- (a) If the dispute is unable to be resolved at the workplace, and the above steps for resolving it have been taken, it may be referred to the FWC for resolution by mediation and/or conciliation and/or arbitration. If arbitration is necessary the FWC may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective. For the purposes of this clause, arbitration includes any appeal.
- (b) While the procedure in this clause is being pursued, work must continue in line with the terms of the Agreement, without affecting the rights of either the Team Members or Bunnings adversely.
- (c) A decision of the FWC in arbitration will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

## **16. Supported wage arrangements**

A Team Member may be engaged under a supported wage arrangement in accordance with item 2 of the Appendix.

## Appendix

### 1. Casual conversion

- (a) For the purpose of item 1 of the Appendix, a **Regular Casual Team Member** is a casual Team Member who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Team Member could continue to perform as a full-time Team Member or part-time Team Member under the provisions of the Agreement.
- (b) A Team Member engaged by Bunnings as a Regular Casual Team Member may request to Bunnings that their employment be converted to full-time or part-time employment.
- (c) A Regular Casual Team Member who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- (d) A Regular Casual Team Member who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under item 1 of the Appendix must be in writing and provided to Bunnings.
- (f) Where a Regular Casual Team Member seeks to convert to full-time or part-time employment, Bunnings may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Team Member.
- (g) Reasonable grounds for refusal include that:
  - (i) it would require a significant adjustment to the Regular 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 the Agreement – that is, the casual Team Member is not truly a Regular Casual Team Member;
  - (ii) it is known or reasonably foreseeable that the Regular Casual Team Member's position will cease to exist within the next 12 months;
  - (iii) it is known or reasonably foreseeable that the hours of work which the Regular Casual Team Member is required to perform will be significantly reduced in the next 12 months; or
  - (iv) it is known or reasonably foreseeable that 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 which cannot be accommodated within the days and/or hours during which the Team Member is available to work.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where Bunnings refuses a Regular Casual Team Member's request to convert, Bunnings must provide the casual Team Member with its reasons for refusal in writing within 21 days of the request being made. If the Team Member does not accept Bunnings' refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 15. Under that procedure, the Team Member or Bunnings may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.

- (j) Where it is agreed that a casual Team Member will have their employment converted to full-time or part-time employment as provided for in item 1 of the Appendix, Bunnings and the Team Member must discuss and record in writing:
  - (i) the form of employment to which the Team Member will convert – that is, full-time or part-time employment; and
  - (ii) if it is agreed that the Team Member will become a part-time Team Member, the Team Member's ordinary hours of work.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) 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 Bunnings.
- (m) A casual Team Member must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under item 1 of the Appendix.
- (n) Nothing in item 1 of the Appendix obliges a Regular Casual Team Member to convert to full-time or part-time employment, nor permits Bunnings to require a Regular Casual Team Member to so convert.
- (o) Nothing in item 1 of the Appendix requires Bunnings to increase the hours of a Regular Team Member seeking conversion to full-time or part-time employment.
- (p) Bunnings must provide a casual Team Member, whether a Regular Casual Team Member or not, with a copy of the provisions item 1 of the Appendix within the first 12 months of the Team Member's first engagement to perform work. In respect of casual Team Members already employed at the commencement of the operation of the Agreement, Bunnings must provide such Team Members with a copy of the provisions of item 1 of the Appendix within 7 days of the commencement of the Agreement.
- (q) A casual Team Member's right to request to convert is not affected if Bunnings fails to comply with the notice requirements in item 1(p) of the Appendix.
- (r) Item 1 of the Appendix does not require Bunnings to disclose any confidential information if its disclosure would be contrary to the Bunnings' interests.

## 2. Supported wage arrangements

### 2.1 Supported wage definitions

In the context of item 2 of the Appendix, the following definitions will apply to Team Members who because of the effects of a disability are eligible for a supported wage under the terms of the Agreement:

- (a) **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook available at [www.jobaccess.gov.au](http://www.jobaccess.gov.au).
- (b) **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.
- (c) **Disability Support Pension** means the Commonwealth pension scheme to provide income security with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
- (d) **Assessment Instrument** means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the persons to be employed under the Supported Wage System.

### 2.2 Eligibility criteria

Team Members covered by item 2 of the 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 the Agreement, because of the effects of a disability on their productive capacity and who meet the impaired criteria for receipt of a Disability Support Pension.

Item 2 of the Appendix does not apply to any existing Team Member who has a claim against Bunnings which is subject to the provisions of workers' compensation legislation or any provision of the Agreement relating to the rehabilitation of Team Members who are injured in the course of their current employment.

### 2.3 Assessment of capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to a Team Member under the Agreement, the productive capacity of the Team Member will be assessed in accordance with the Supported Wage System, by an Approved Assessor, having consulted Bunnings and the Team Member, and if the Team Member so desires, a union which the Team Member is eligible to join.

All assessments made under item 2.3 of the Appendix must be documented in a Support Wages System wage assessment agreement, and retained by Bunnings as a time and wages record in accordance with the Act.

### 2.4 Supported wage rates

- (a) Team Members to whom item 2 of the Appendix applies will be paid the corresponding percentage of the minimum rate of pay prescribed by the Agreement for the class of work which the person is performing. For example, if a Team Member's assessed capacity is 50%, they will receive 50% of the Agreement rate provided for in clause 9.2 of the Agreement.
- (b) The minimum amount payable will be not less than \$86.00 per week.
- (c) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

## **2.5 Lodgement of assessment instrument**

- (a) All Assessment Instruments under the conditions of item 2 of the Appendix, including the appropriate percentage of the Agreement wage to be paid to the Team Member, will be lodged by Bunnings with the FWC.
- (b) All Assessment Instruments must be agreed and signed by the parties to the assessment, provided that where a union which is party to the agreement, is not a party to the assessment, it will be referred by the FWC to the union by certified mail and will take effect unless an objection is notified to the FWC within 10 working days.

## **2.6 Review of assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

## **2.7 Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the minimum wage rate only. Team Members covered by the provisions of item 2 of the Appendix will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

## **2.8 Workplace adjustment**

Where Bunnings wishes to employ a person under the provisions of item 2 of the Appendix it must take reasonable steps to make the 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 workers in the area.

## **2.9 Trial period**

- (a) In order for an adequate assessment of the Team Member's capacity to be made, Bunnings may employ a person under the provisions of item 2 of the 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.
- (b) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the Team Member during that period will be no less than \$86.00 per week.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where Bunnings 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 item 2.3 of the Appendix.

### **3. Individual flexibility arrangements (IFAs)**

- 3.1 Despite anything else in the Agreement, Bunnings and an individual Team Member may agree to vary the application of the terms of the Agreement relating to any of the following in order to meet the genuine needs of both the Team Member and Bunnings:
- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates; or
  - (d) allowances.
- 3.2 An IFA must be one that is genuinely made by Bunnings and the individual Team Member without coercion or duress.
- 3.3 An IFA may only be made after the individual Team Member has commenced employment with Bunnings.
- 3.4 Where Bunnings wishes to initiate the making of an IFA it must:
- (a) give the Team Member a written proposal; and
  - (b) if Bunnings is aware that the Team Member has, or reasonably should be aware that the Team Member may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Team Member understands the proposal.
- 3.5 An IFA must result in the Team Member being better off overall at the time the IFA is made than if the IFA had not been made.
- 3.6 An IFA between Bunnings and a Team Member must do all of the following:
- (a) state the name of the Team Member and that the IFA is made with Bunnings;
  - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied;
  - (c) set out how the application of the Agreement term, or each Agreement term, is varied;
  - (d) set out how the IFA results in the Team Member being better off overall at the time the IFA is made than if the IFA had not been made; and
  - (e) state the date the IFA is to start.
- 3.7 An IFA must be:
- (a) in writing; and
  - (b) signed by Bunnings and the Team Member and, if the Team Member is under 18 years of age, by the Team Member's parent or guardian.
- 3.8 Except as provided in item 3.7(b) of the Appendix, an IFA must not require the approval or consent of a person other than Bunnings and the Team Member.
- 3.9 Bunnings must keep the IFA as a time and wages record and give a copy to the Team Member.

- 3.10 Bunnings and the Team Member must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an IFA.
- 3.11 An IFA may be terminated:
- (a) at any time, by written agreement between Bunnings and the Team Member; or
  - (b) by Bunnings or the Team Member giving 8 weeks' written notice to the other party.

*Note: If Bunnings and a Team Member agree to an arrangement that purports to be an IFA under this Agreement and the arrangement does not meet a requirement set out in section 144 of the Act then the Team Member or Bunnings may terminate the arrangement by giving written notice of not more than 28 days (see section 145 of the Act).*

- 3.12 An IFA terminated as mentioned in item 3.11(b) of the Appendix ceases to have effect at the end of the period of notice required under that item.
- 3.13 The right to make an IFA under item 3 of the Appendix is additional to, and does not affect, any other term of the Agreement that provides for an agreement between Bunnings and an individual Team Member.



## 4. Family & domestic violence leave

4.1 This item applies to all Team Members, including casuals.

### 4.2 Definitions

(a) In this item:

**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 that causes them harm or to be fearful.

**family member** means:

- (i) a spouse, 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 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.
- (b) A reference to a spouse or de facto partner in the definition of **family member** in item 4.2(a) of the Appendix includes a former spouse or de facto partner.

### 4.3 Entitlement to unpaid leave

A Team Member is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Team Member's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) the leave available in full to part-time and casual Team Members.

*Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Team Member and Bunnings.*

*2. Bunnings and a Team Member may agree that the Team Member may take more than 5 days' unpaid leave to deal with family and domestic violence.*

### 4.4 Taking unpaid leave

A Team Member may take unpaid 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 the family and domestic violence and it is impractical for the Team Member to do that thing outside their ordinary hours of work.

*Note: The reasons for which a Team Member may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.*

#### **4.5 Service and continuity**

The time a Team Member is on any unpaid leave to deal with family and domestic violence does not count as service but does not break the Team Member's continuity of service.

#### **4.6 Notice and evidence requirements**

##### **(a) Notice**

A Team Member must give Bunnings notice of the taking of leave by the Team Member under this item. The notice:

- (i) must be given to Bunnings as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise Bunnings of the period, or expected period, of the leave.

##### **(b) Evidence**

A Team Member who has given Bunnings notice of the taking of leave under this item must, if required by Bunnings, give Bunnings evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in item 4.4 of the Appendix.

*Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.*

#### **4.7 Confidentiality**

- (a) Bunnings must take steps to ensure information concerning any notice a Team Member has given, or evidence a Team Member has provided under item 4.6 of the Appendix is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this item prevents Bunnings from disclosing information provided by a Team Member if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Team Member or another person.

*Note: Information concerning a Team Member's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Team Member. Bunnings should consult with such Team Members regarding the handling of this information.*

#### **4.8 Compliance**

A Team Member is not entitled to take leave under this item unless the Team Member complies with this item.

## 5. Flexible purchased leave

- 5.1 Full-time and part-time Team Members may make a request for flexible purchased leave (**FPL**), being a period of leave which would otherwise be leave without pay, except that the Team Member receives pay during the period of FPL and pays Bunnings back and/or in advance through a deduction from the Team Member's weekly wages throughout the year. For example, if a Team Member applies for and takes 4 weeks of FPL in the first week of a year, their weekly salary for that year would be reduced to an amount that reflects their annual salary less 4 weeks' pay divided by 52.
- 5.2 Where the Team Member is granted FPL they authorise Bunnings to make the necessary deduction from any amounts payable to Team Member in relation to the performance of work (e.g. weekly wages).

## 6. Consultation

- 6.1 Where Bunnings makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Team Members, Bunnings must:
- (a) give notice of the changes to all Team Members who may be affected by them and their representatives (if any); and
  - (b) discuss with affected Team Members and their representatives (if any):
    - (i) the introduction of the changes; and
    - (ii) their likely effect on Team Members; and
    - (iii) measures to avoid or reduce the adverse effects of the changes on Team Members; and
  - (c) commence discussions as soon as practicable after a definite decision has been made.
- 6.2 For the purposes of the discussion under item 6.1(b) of the Appendix, Bunnings must give in writing to the affected Team Members and their representatives (if any) all relevant information about the changes including:
- (a) their nature; and
  - (b) their expected effect on Team Members; and
  - (c) any other matters likely to affect Team Members.
- 6.3 Item 6.2 of the Appendix does not require Bunnings to disclose any confidential information if its disclosure would be contrary to the Bunning's interests.
- 6.4 Bunnings must promptly consider any matters raised by Team Members or their representatives about the changes in the course of the discussion under item 6.1(b) of the Appendix.
- 6.5 In this item significant effects, on Team Members, includes any of the following:
- (a) termination of employment;
  - (b) major changes in the composition, operation or size of Bunnings' workforce or in the skills required;
  - (c) loss of, or reduction in, job or promotion opportunities;
  - (d) loss of, or reduction in, job tenure;
  - (e) alteration of hours of work;
  - (f) the need for Team Members to be retrained or transferred to other work or locations; or
  - (g) job restructuring.
- 6.6 Where the Agreement makes provision for alteration of any of the matters defined at item 6.5 of the Appendix, such alteration is taken not to have significant effect.

6.7 This item does not apply to:

- (a) roster changes covered by clause 3.5 of the Agreement; and
- (b) redundancy covered by clause 11.3 of the Agreement.

**Executed** as an agreement

Signed by [insert name], [insert title] at Bunnings with authority to sign on behalf of Bunnings in the presence of:

\_\_\_\_\_  
[insert name]

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness name

Signed by [insert name], [insert title] at the SDA, a bargaining representative of employees covered by the Agreement, in the presence of:

\_\_\_\_\_  
[insert name]

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness name

Signed by [insert name], [insert title] at the AMUEQ, a bargaining representative of employees covered by the Agreement, in the presence of:

\_\_\_\_\_  
[insert name]

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Witness name

# Your Opportunity to Vote

## Bunnings Warehouse & Smaller Format Stores Agreement 2019

Please find below instructions on how to participate in the Bunnings Warehouse & Smaller Format Stores Agreement 2019 ballot.

CorpVote Pty Ltd is independently conducting this ballot process to protect your privacy and ensure a fair and equitable ballot result. All votes are anonymous and the method by which you cast your vote is secure.

### VOTING PERIOD

- Voting Opens at 12:01AM AEST Friday, 12th April 2019
- Voting Closes at 11:59PM AEST Monday, 29th April 2019

### VOTING INSTRUCTIONS

To lodge your vote you will require your **Team Member Number** and your **Date of Birth**. Refer to the back of your apron badge for your Team Member Number.



#### VOTE BY INTERNET

To lodge your vote by Internet, please follow these steps:

1. Go to: [www.netvote2.com.au/544](http://www.netvote2.com.au/544)
2. Input your **Team Member Number** and your **Date of Birth** where indicated and press the 'Enter' button.
3. Follow the on screen instructions to make your preference and submit your vote.



#### VOTE BY TELEPHONE

To lodge your vote by telephone, please follow these steps:

1. To prepare to lodge your vote by telephone, ensure you have:
  - a. Your **Team Member Number** and your **Date of Birth** and a piece of paper and a pen to record your receipt number.
2. Dial **1300 830 563** (Int'l +61 8 8372 9014) and follow the audio prompts.

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**Only votes successfully lodged before 11:59PM AEST on Monday, 29th April 2019 will be counted. You are only able to vote once and all votes are registered anonymously.**

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### HELP & SUPPORT INFORMATION

- For support contact: [support@corpvote.com.au](mailto:support@corpvote.com.au) OR call 1300 147 797 to speak to an operator
- To verify your vote has been recorded, enter your receipt number at [www.netvote2.com.au/vote/verify-receipt](http://www.netvote2.com.au/vote/verify-receipt)
- For information about the agreement please contact the leadership team in your store

### RETURNING OFFICER

The Returning Officer for this process is Tim Jones of CorpVote Pty Ltd.