

# Bunnings Retail Enterprise Agreement 2023



**Bunnings Group Limited**

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## A Message from the Managing Director

It's great to have you as a valuable member of the Bunnings team!

I'm pleased to introduce the Bunnings Retail Enterprise Agreement 2023 for our store and trade centre team members.

Our team are our most important asset. You are the heart and soul of our business, and your dedication and contributions are vital to our success.

We are a team of passionate individuals who are dedicated to making a positive impact on people's lives. Our vision is simple – inspire our community “to give it a red hot go”. We achieve this vision by consistently providing best experience to our customers, maintaining a strong commitment to sustainability and social responsibility, and continuously improving our operations and systems.

Everyone at Bunnings plays a crucial part in achieving our purpose.

We are committed to making Bunnings the best workplace it can be, and this agreement represents one of the many ways we recognise and reward our team.

Within this agreement you'll find details of the base terms and conditions that apply to your employment with us. This includes things like your wages, hours of work, rostering, leave and other entitlements.

It's important to remember that Bunnings continues to support our team by also providing a range of additional benefits outside of this enterprise agreement.

If you have any questions, please reach out to your leader.

This enterprise agreement has been designed to nurture a workplace where our team can grow and thrive.

Michael Schneider

**Managing Director**



## ***Bunnings Retail Enterprise Agreement 2023***

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# 1 Classifications and Wages

## 1.1 Classification types and hourly wage rates

- (a) The table below specifies:
- (i) grades and roles covered by this Agreement; and
  - (ii) minimum hourly Base Rates, and minimum hourly casual rates, payable under this Agreement from the first full pay cycle after 1 September 2023.

	Bunnings Warehouse	Bunnings Trade	Hourly Wage Rates September 2023	
Grade	Role	Role	Base Rate	Casual Hourly Rate
Team Member	Store Team Member	Trade Team Member	\$27.00	\$33.08
		Customer Service Operator		
Team Member (Expert)	Expert Team Member	N/A	\$27.43	\$33.60
	Special Orders, Service & Trade Desk Team Member			
Specialists	Forklift Operator	Forklift Operator	\$28.15	\$34.49
	Kitchen Specialist	Trade Administrator		
	Activities Organiser	N/A		
	Store Administrator			
	Inventory Specialist			
	Forklift Coach	Forklift Coach	\$28.42	\$34.82
	Trade Qualified TM	Trade Qualified Customer Service Operator		
	Trade Specialist	N/A		
Supervisor	Supervisor	Supervisor	\$29.01	\$35.54

- (b) Descriptions for each role are set out in Appendix 1.
- (c) Casual Team Members are entitled to a casual loading equivalent to 22.5% of the Base Rate, which is included in the casual hourly rates in the table above. 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).
- (d) No Team Member will suffer any reduction in their Contract Rate following the approval of this Agreement.

## 1.2 Promotion criteria

- (a) Bunnings supports the ongoing development of its Team Members. Team Members who believe they can perform the skills of a higher classification may apply in writing to have their classification reviewed. Bunnings will review applications having regard to the Team Member's experience, ability and performance and Bunnings' operational requirements.

### 1.3 Payment of wages

- (a) Wages for contracted ordinary hours of work, allowances, incentive rates, leave, and daily, weekly and fortnightly overtime entitlements will be paid on a fortnightly basis by Electronic Funds Transfer (**EFT**) into a bank account nominated by the Team Member.
- (b) Additional ordinary hours and overtime hours that are calculated over a 4-Week Roster Cycle (for example, overtime pay for work in excess of 152 ordinary hours over a 4-Week Roster Cycle) will be paid following the end of each 4-Week Roster Cycle.
- (c) Bunnings will give Team Members access to their pay slip, in accordance with the Act, within one working day of the date they are paid.

### 1.4 Junior rates

- (a) Junior Team Members will receive the following percentages of the Base Rates prescribed in clause 1.1(a):

Age	Junior Percentage
15 and under	55%
16	60%
17	75%
18 years and older	100%

- (b) Junior rates will not apply to Specialist and Supervisor grades.

### 1.5 Minimum Base Rate increases

- (a) The Base Rates in clause 1.1(a)(ii) will increase by:
  - (i) 3.0% from the first full pay cycle after 1 September 2024; and
  - (ii) 3.0% from the first full pay cycle after 1 September 2025.

### 1.6 Performance pay increases

- (a) Bunnings operates a performance pay system which may result in Team Members being paid a Contract Rate that is above the Base Rate.
- (b) During the nominal term of this Agreement, Bunnings intends to conduct an annual performance review program where a Team Member's annual performance is rated on a scale, which for the 2023, 2024 and 2025 financial years is comprised of: Standout; Goes the Extra Mile; Nailed it; Areas to Improve; and Change Needed.
- (c) Where a Team Member achieves a rating of Nailed It, Goes the Extra Mile or Standout (or equivalents under any revised program), as determined by their Leader in their absolute discretion, the table below sets out the minimum performance pay increase under the Agreement (applicable to the Team Member's Contract Rate):

Wage relativity	First full pay cycle after 1 September 2023 minimum increase
Team Member's Contract Rate is less than or equal to 10% above the <b>Pre-Agreement Base Rate for their Role.</b>	3.0%
Team Member's Contract Rate is more than 10% above the <b>Pre-Agreement Base Rate for their Role.</b>	2.5%

Wage relativity	First full pay cycle after 1 September 2024 minimum increase	First full pay cycle after 1 September 2025 minimum increase
Team Member's Contract Rate is less than or equal to 10% above the <b>Base Rate for their Role.</b>	2.5%	2.5%
Team Member's Contract Rate is more than 10% above the <b>Base Rate for their Role.</b>	2.0%	2.0%

- (d) A Team Member will not be entitled to a performance pay increase under clause 1.6(c) if the Team Member receives a rating of Areas to Improve or Change Needed (as determined by their Leader).
- (e) Clause 1.6 summarises minimum performance pay increases only. It is possible that Bunnings' performance pay system will result in an individual Team Member receiving a wage increase higher than the increases set out above.
- (f) Other than minimum performance pay increases under this clause 1.6, the administration of Bunnings' performance pay system (including the Leader's discretion to apply any performance rating to any Team Member and the relevant timing to assess wage relativity) is not covered by this Agreement. Team Members do not have an entitlement to any minimum performance rating.
- (g) Base Rate increases under clauses 1.1 and 1.5 and performance pay increases under this clause are not cumulative. Team Members will be entitled to the higher of the Base Rate or any minimum performance pay increase.
- (h) For the purpose of determining wage relativity under clause 1.6(c), the Pre-Agreement Base Rates are set out in the definitions at clause 16.13.



## 2 Incentive Rates

### 2.1 What are the incentive rates and when will I receive them?

- (a) Team Members are entitled to an incentive rate for work performed during the time periods set out in the table below.

Day	Time Period (Bunnings Warehouse)	Time Period (Bunnings Trade Centre)	Incentive Rate (Permanent)	Incentive Rate (Casual)
Monday to Friday	5:00am to before 7:00am		30%	52.5%
	7:00am to before 6:00pm		N/A	22.5% (casual loading only)
	6:00pm to before 11:00pm	6:00pm to before 9:00pm	15%	37.5%
Saturday	5.00am to before 7.00am	6.00am to before 7.00am	40%	62.5%
	7.00am to before 11.00pm	7.00am to before 6.00pm	17.5%	40%
Sunday	5.00am to before 6.00am	Not applicable (refer to work outside Trade Span of Ordinary Hours below)	100%	100%
	6.00am to before 7.00am		80%	110%
	7.00am to before 9.00am		65%	110%
	9.00am to before 9.00pm	9.00am to before 6.00pm	50%	62.5%
	9.00pm to before 10.00pm	Not applicable (refer to work outside Trade Span of Ordinary Hours below)	75%	75%
	10.00pm to before 11.00pm		100%	100%
Public Holiday	Midnight to before midnight		125%	• 147.5%
Work performed (Monday to Saturday) outside the: <ul style="list-style-type: none"><li>• Trade Span of Ordinary Hours; or</li><li>• Warehouse Span of Ordinary Hours.</li></ul>			<ul style="list-style-type: none"><li>• 40% for the first two hours; and</li><li>• 90% thereafter</li></ul>	<ul style="list-style-type: none"><li>• 62.5% for the first two hours; and</li><li>• 112.5% thereafter</li></ul>
Work performed (on Sunday) outside the: <ul style="list-style-type: none"><li>• Trade Span of Ordinary Hours; or</li><li>• Warehouse Span of Ordinary Hours.</li></ul>			100%	122.5%

- (b) The incentive rates in this clause are calculated on, and apply in addition to, the Team Member's Contract Rate.
- (c) If incentive rates overlap, the Team Member will receive the more beneficial incentive rate (but not both).

- (d) Casual incentive rates apply in reference to the Team Member's Contract Rate, and are inclusive of the casual loading.

### 3 Overtime

#### 3.1 Overtime conditions

- (a) Team Members will receive overtime pay for the following work:
- (i) work in excess of 152 ordinary hours of work in a 4-Week Roster Cycle;
  - (ii) work in excess of 46 ordinary hours of work in one Payroll Week;
  - (iii) work in excess of 6 consecutive days of work in a Payroll Week;
  - (iv) work in excess of 10.5 ordinary hours of work on one day per Payroll Week (on the remaining days in that Payroll Week, overtime is payable for work in excess of 9.5 ordinary hours of work);
  - (v) where a Team Member does not have 2 consecutive days off work in one Payroll Week or three consecutive days off work over two Payroll Weeks (unless a Team Member agrees otherwise in writing, including by electronic means);
  - (vi) where a Team Member works in excess of 3 Sundays in a 4-Week Roster Cycle (unless a Team Member agrees otherwise in writing, including by electronic means);
  - (vii) work by a full-time Team Member in excess of 19 days of work in a 4-Week Roster Cycle (or in excess of 20 days in a 4-Week Roster Cycle where work on the 20 days is agreed by the Team Member in writing);
  - (viii) where a part-time Team Member is directed to perform additional hours of work above their regular pattern of work in clause 8.2(c) or as varied in clause 8.2(d) (but excluding additional hours worked at the Team Member's Contract Rate pursuant to clause 8.2(f)). Overtime rates are not payable under this clause if Bunnings has not directed the overtime hours to be worked, prior to them being worked.

#### 3.2 Overtime pay

- (a) Subject to clause 3.2(b) and 8.2(f), Team Members are entitled to the following overtime rates, calculated on the Team Member's Contract Rate:

Day	Permanent	Casual
Monday to Saturday (first three hours)	50%	72.5%
Monday to Saturday (after three hours)	100%	122.5%
Sunday	100%	122.5%
Public Holiday	150%	172.5%

- (b) Instead of the rates in clause 3.2(a), a full-time or part-time Team Member will receive a 25% overtime loading for hours worked:

- (i) between 152 and 160 hours across each 4-Week Roster Cycle; or

- (ii) on the 20<sup>th</sup> day in a 4-Week Roster Cycle (where the Team Member has not agreed to work ordinary hours across 20 days) (or on the 21<sup>st</sup> day in a 4-Week Roster Cycle where the Team Member has agreed to work ordinary hours across 20 days),

provided the overtime hours are worked:

- (iii) between Monday and Saturday; and
  - (iv) within the Warehouse Span of Ordinary Hours or Trade Span of Ordinary Hours as applicable.
- (c) The overtime rates in this clause are calculated on, and apply in addition to, the Team Member's Contract Rate.
  - (d) Casual overtime rates apply in reference to the Team Member's Contract Rate, and are inclusive of the casual loading.
  - (e) Overtime rates apply to the exclusion of incentive rates (unless the incentive rate exceeds the overtime rate, in which case the incentive rate will apply and be treated as ordinary time earnings).

### **3.3 Reasonable overtime**

- (a) Bunnings may require a Team Member to work reasonable overtime hours at overtime rates.
- (b) A Team Member may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purposes of this Agreement, the following must be considered:
  - (i) any risk to Team Member health and safety from working the additional hours;
  - (ii) the Team Member's personal circumstances, including family responsibilities;
  - (iii) the needs of Bunnings' workplace;
  - (iv) whether the Team Member is entitled to receive overtime payments, incentive rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by Bunnings of any request or requirement to work the additional hours;
  - (vi) any notice given by the Team Member of their intention to refuse to work the additional hours;
  - (vii) the usual patterns of work in the retail industry;
  - (viii) the nature of the Team Member's role, and the Team Member's level of responsibility;
  - (ix) whether the Team Member's ordinary hours are averaged over a period; and
  - (x) any other relevant matter.
- (d) This clause is subject to section 62 of the Act.

## **4 Allowances, Travel and Reimbursement**

### **4.1 Meal allowance**

- (a) A Team Member required to work more than 1 hour of overtime after the end of the Team Member's rostered shift, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$20.01.
- (b) Where the overtime work exceeds 4 hours a further meal allowance of \$18.14 will be paid.
- (c) No meal allowance will be payable where a Team Member could reasonably return home for a meal within the period allowed.

### **4.2 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 duties.

### **4.3 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 91 cents per kilometre travelled.

### **4.4 Travel time for training**

- (a) Where time spent travelling to, and attending, training exceeds a Team Member's rostered shift length and usual travel time, the additional travel time will be paid at the Team Member's Contract Rate, plus any applicable casual loading or incentive rate in accordance with clause 2.
- (b) Travel time will not apply to conferences or expos where attendance is voluntary.

### **4.5 Transport reimbursement**

- (a) Bunnings will reimburse a Team Member the costs reasonably incurred in taking a commercial passenger vehicle (e.g. a 'Taxi' or 'Uber') between their place of employment and their usual residence where each of the following is satisfied:
  - (i) Bunnings' directs the Team Member to work overtime commencing before 7.00am or ceasing after 10.00pm;
  - (ii) the Team Member's regular means of transport is not available;
  - (iii) the Team Member is unable to arrange their own alternative means of transport; and
  - (iv) Bunnings has not arranged other appropriate transport for the Team Member (at no cost to the Team Member).

### **4.6 Excess travelling costs**

- (a) Where a Team Member is temporarily required to work at a place other than their usual place of work, they will be entitled to, for a period of up to 3 weeks:
  - (i) any approved additional fare costs for using public transport, or approved additional cost for using their personal motor vehicle at 91 cents per kilometre; and

- (ii) payment of additional travelling time at the Team Member's Contract Rate (plus any applicable incentive rate in accordance with clause 2).
- (b) Fare costs, transport allowance and travel time will not apply if the Team Member requests or volunteers for the temporary transfer.

#### **4.7 Moving expenses**

If Bunnings requires a Team Member to transfer from one township to another township for work purposes, Bunnings will pay all relocation costs (including fares and transport charges) that directly relate to moving the Team Member and any member of their Immediate Family who reside in the same household.

#### **4.8 Uniforms**

- (a) Bunnings will provide appropriate clothing (e.g. polo shirts, windcheater/polar fleece) to Team Member's on commencement of employment, including a reimbursement for the purchase of appropriate footwear (e.g. steelcap boots), subject to Bunnings' policy (which may change from time to time and is not incorporated into this Agreement).
- (b) Bunnings will provide Team Members with all necessary tools, safety equipment and instruments to carry out their duties.

#### **4.9 First-aid**

The responsibility for performing first aid rests with Bunnings' leadership team who are not covered by this Agreement. In the event that a Supervisor covered by this Agreement has responsibility for performing first aid, the Base Rate satisfies the first-aid allowance that is otherwise payable under the Award.

#### **4.10 Adjustment of allowances**

- (a) During the nominal term of the Agreement, the allowances in clause 4 will increase from the first full pay period after 1 July of each year to be no less than the corresponding dollar amounts set out in the Award.
- (b) If allowances in the Award increase following 1 July 2023 and before the approval of this Agreement, then once this Agreement is approved Bunnings will increase allowances under clause 4 to be no less than the corresponding dollar amounts set out in the Award.

### **5 Superannuation**

- (a) Bunnings will make monthly superannuation contributions on each Team Member's behalf in accordance with the Superannuation Guarantee (Administration) Act 1992 (**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.
- (e) Subject to the governing rules of the relevant superannuation fund, Bunnings will make superannuation contributions under clause 5(a) for the period of absence from work (subject to a maximum of 52 weeks) of the Team Member due to a work related injury or illness, provided that:

- (i) the Team Member is receiving workers' compensation payments or is receiving regular payments from Bunnings in accordance with the statutory requirements; and
  - (ii) the Team Member remains employed by Bunnings.
- (f) Bunnings will also make superannuation contributions while a Team Member is on any paid leave.

## 6 Leave Entitlements

### 6.1 Annual leave

- (a) A permanent Team Member is entitled to paid annual leave at the Contract Rate.
- (b) Paid annual leave entitlements under the Agreement will increase incrementally in accordance with the table below for full-time Team Members.

Period	Rate of annual leave accrual per year of Continuous Service
From commencement of the Agreement	4.4 weeks
From the first full pay cycle after 1 September 2024	4.8 weeks
From the first full pay cycle after 1 September 2025	5 weeks

The increasing accrual rates pursuant to the above table do not change any accruals in respect of Continuous Service occurring before the commencement of this Agreement.

- (c) Paid annual leave accrues progressively during a year of Continuous Service according to the Team Member's ordinary hours of work. Part-time Team Members accrue leave on a pro rata basis.
- (d) Bunnings will endeavour to respond to annual leave requests within 14 days. In the case of unforeseen circumstances (for example, the relevant leader being absent) Bunnings will respond in 28 days.
- (e) Upon termination of employment for any reason, a Team Member will be paid for all accrued but untaken annual leave.
- (f) 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, with the Team Member's written authorisation (or a parent/guardian where the Team Member is under 18), deduct an amount equal to that balance from the Team Member's final pay.
- (g) 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 in any 12 month period. These requests will only be granted at Bunnings' discretion and where the Team Member will continue to have a minimum of 4 weeks' annual leave remaining. Each cashing out arrangement must be subject of a separate agreement be signed by Bunnings and the Team Member (or the Team Member's parent or guardian if they are under 18 years of age).
- (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.

## **6.2 Excessive annual leave accruals**

- (a) A Team Member is encouraged to take their annual leave during the year that it accrues.
- (b) Where a Team Member has an accrual of annual leave that exceeds 6 weeks (or 8 weeks in the case of a shiftworker):
  - (i) Bunnings may ask the Team Member to take annual leave;
  - (ii) The Team Member and Bunnings will genuinely try to reach agreement on the time that annual leave is to be taken; and
  - (iii) If agreement cannot be reached, Bunnings may direct the Team Member to take up to 2 weeks of annual leave, provided:
    - A. the Team Member receives at least 8 weeks' notice;
    - B. the remained accrued leave entitlement is not less than 4 weeks;
    - C. the period of leave will not begin more than 12 months after the direction is given; and
    - D. the Team Member may request to take a period of paid annual leave as if the direction had not been given.
- (c) A Team Member may give 8 weeks' written notice to Bunnings that they are taking a period of annual leave (which Bunnings must accommodate) in the following circumstances:
  - (i) for at least 6 months, the Team Member has had an accrual of annual leave that exceeds 6 weeks;
  - (ii) other arrangements have not been made to eliminate the Team Member's excessive leave accrual; and
  - (iii) the notice will not result:
    - A. in the Team Member taking a period of annual leave less than one week;
    - B. in the Team Member taking a period of annual leave that begins more than 12 months after the notice was given; and
    - C. in the Team Member's accrued annual leave being less than 6 weeks after the annual leave is taken.

## **6.3 Personal/carer's leave**

- (a) Personal/carer's leave entitlements will be governed by the NES.
- (b) In satisfaction of NES entitlements to personal/carer's leave:
  - (i) full-time Team Members will accrue 84 hours paid personal/carer's leave per year of service, payable at the Contract Rate (pro rata for part-time Team Members);



- (ii) casual Team Members will accrue 3.3 hours of personal/carer's leave for every 152 ordinary hours worked, payable at the Team Member's Contract Rate, plus the casual loading.
- (c) Paid personal/carer's leave accrues progressively during a year of service based on the Team Member's ordinary hours of work.
- (d) Personal leave is not paid out on termination of employment.
- (e) A Team Member must give Bunnings reasonable notice of taking personal/carer's leave.
- (f) The notice must be given to Bunnings as soon as practicable (which may be a time after the leave has started), and the Team Member must advise Bunnings of the period, or the expected period, of the leave.
- (g) If personal/carer's leave is taken under this clause for more than 2 single rostered shifts per year, Bunnings may request the Team Member to substantiate the absence by providing evidence that would satisfy a reasonable person.
- (h) A Team Member may access personal/carer's leave for the purposes of pre-natal appointments or donating bone marrow, subject to providing reasonable proof to Bunnings.

#### **6.4 Personal leave up-front accrual**

- (a) Clause 6.3(c) of this Agreement provides that paid personal/carer's leave accrues progressively during a year of service based on the Team Member's ordinary hours of work.
- (b) Progressive accruals under clause 6.3(c) will commence from the anniversary date of the Team Member's employment (and not the commencement date of this Agreement) in the following circumstances:
  - (i) the Team Member had an entitlement to an up-front accrual of personal leave under an earlier enterprise agreement (e.g. the Bunnings Warehouse/Small Format Stores Agreement 2013); and
  - (ii) prior to the commencement of this Agreement, the Team Member received the equivalent of one year's personal accrual (e.g. 84 hours for full-time Team Members, pro rated for part-time Team Members) in advance.
- (c) At no time will a Team Member's personal leave entitlements accrue in a manner that is less than the NES.

#### **6.5 Unpaid carer's leave**

- (a) All Team Members are entitled to an additional two days of unpaid carer's leave on each occasion that a member of the Team Member's Immediate Family or household requires care and support due to illness, accident or an unexpected emergency.
- (b) Unpaid carer's leave may only be used when all accrued personal/carer's leave has been exhausted.
- (c) Team Members taking unpaid carers leave must 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 when requested by Bunnings.



## 6.6 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).

## 6.7 Compassionate leave

- (a) Permanent Team Members are entitled to leave at the Contract Rate 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
Still-born child or miscarriage (where the child would have been a member of the Team Member's Immediate Family)	5 days
Step-parent, foster-parent, parent-in-law, sibling-in-law, stepchild, grandparent or grandchild	4 days
Former spouse, spouse's child, spouse's grandparent or grandchild	2 days
Uncle, aunt, niece, nephew or cousin	1 day

- (b) For the purposes of clause 6.7(a):
- (i) **"spouse"** includes married or de facto partners; and
  - (ii) **"paid leave entitlement"** means a period not exceeding the number of ordinary hours the Team Member is rostered to work (or would have been rostered) over the number of days specified;
  - (iii) the paid leave entitlement may be taken:
    - A. in a single continuous period;
    - B. in two separate periods; or
    - C. any separate periods agreed between Bunnings and the Team Member.
- (c) 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 they are employed; or
  - (ii) is up to 30 calendar days, where the funeral is outside Australia.
- (d) If a member of a Team Member's Immediate Family or household contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to their life, a full-time or part-time Team Member will be entitled to take 2 days of paid compassionate leave for each occasion.

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

#### **6.8 Long service leave**

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

#### **6.9 Blood donor leave**

- (a) Permanent Team Members are entitled, on up to 4 occasions per calendar year, to be absent from work for 2 ordinary working hours for the purpose of donating blood without loss of pay. This leave will not accrue from year to year.
- (b) A Team Member wishing to donate blood under this clause must give Bunnings reasonable notice.

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

- (a) Permanent Team Members will be allowed leave to attend Australian Defence Force (**ADF**) Reserve service or training.
- (b) During this leave Team Members will receive make up pay, capped at 2 weeks per financial year, to the Contract Rate where the Team Member's ADF Reserve service pay is less than the Contract Rate. This leave will not accrue from year to year.
- (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.

#### **6.11 Emergency services leave**

- (a) Permanent 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 the Contract Rate for their ordinary hours to attend local emergency situations (such as bushfires and floods). This leave will not accrue from year to year.
- (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.

#### **6.12 Natural disaster leave**

- (a) In recognition of Bunnings' commitment to providing its team with care and support in the event of a natural disaster, Bunnings may at its absolute discretion provide a Team Member with natural disaster leave.

### **6.13 Jury service leave**

- (a) Permanent 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 reasonably practicable.
- (c) During 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) A Team Member required to attend jury service during a period of annual leave will, on producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.
- (e) The Team Member will also provide Bunnings with proof of jury service fees received.
- (f) Where a Team Member performs jury service on a day, they will not be required to attend work at any time on that day regardless of the duration of the jury service.
- (g) The number of days that a Team Member performs jury service and work in a Payroll Week will not exceed the number of days a Team Member is regularly rostered in a Payroll Week.

### **6.14 Flexible purchased leave**

- (a) Full-time and part-time Team Members may make a request to Bunnings for flexible purchased leave.
- (b) Flexible purchased leave is a benefit provided by Bunnings to its Team Members under a policy that sits outside of this Agreement. It allows Team Members to purchase additional time off from work, in addition to their leave entitlements under this Agreement.
- (c) Under the flexible purchased leave policy (which may be varied from time to time), Team Members can choose to purchase additional time off by reducing their ordinary wages for a set period.
- (d) Where the Team Member is granted flexible purchased leave under the policy, they authorise Bunnings to make the necessary deductions from their wages.
- (e) Bunnings' flexible purchased leave policy is not incorporated into this Agreement.

### **6.15 Paid family and domestic violence leave**

- (a) Team Members will be entitled to 10 days of paid family and domestic violence leave, available in full at the start of each 12-month period of the Team Member's employment. The leave will be calculated based on the Team Member's contracted hours of work. For example:
  - (i) for a full-time or part-time Team Member, at their Full Rate of Pay, worked out as if the Team Member had not taken the period of leave; or
  - (ii) for a casual Team Member, at the casual Team Member's Full Rate of Pay, worked out on the greater of:
    - A. the casual Team Member's average hours worked over the previous 12 months (or their total average hours worked in the case where the Team Member has not achieved 12 months' employment); or

- B. the hours the casual Team Member would have worked in the period they were rostered.
- (b) Paid family and domestic violence leave is payable at the Team Member's Full Rate of Pay.
- (c) A Team Member may take paid leave under this clause if they:
  - (i) are experiencing Family and Domestic Violence;
  - (ii) need to do something to deal with the impact of Family and Domestic Violence; and
  - (iii) it is impractical for the Team Member to do so outside of the Team Member's work hours.
- (d) Examples of actions, by a Team Member who is experiencing Family and Domestic Violence that could be covered by (c) include making arrangements for their own safety, or the safety of a Close Relative, including relocation, to attend court hearings, accessing police services, or attending counselling and attending appointments with medical, financial or legal professionals.
- (e) Family and domestic violence leave:
  - (i) is available in full at the start of each 12 month period of a Team Member's employment;
  - (ii) can be taken as:
    - A. a single 10 day period;
    - B. separate periods of one or more days each; or
    - C. separate periods agreed by Bunnings and the Team Member, including periods of less than one day;
  - (iii) can be taken in conjunction with any other leave entitlement, such as annual, personal / carer's or long service leave where appropriate;
  - (iv) does not accumulate from year to year;
  - (v) is not paid out on termination of employment.
- (f) A Team Member must give Bunnings notice of taking family and domestic violence leave.
- (g) The notice must be given to Bunnings as soon as practicable (which may be a time after the leave has started), and must advise Bunnings of the period, or the expected period, of the leave. A request for family and domestic violence leave can be made regardless of when the Family and Domestic Violence occurred, including prior to a Team Member commencing employment with Bunnings.
- (h) Bunnings may request the Team Member to substantiate their entitlement to take family and domestic violence leave by providing evidence that would satisfy a reasonable person. Depending upon the circumstances, such evidence may include a medical certificate, document issued by a police service, a court, a family violence support service, a nurse, or a statutory declaration.
- (i) Where a Team Member provides information concerning notice or evidence to take family and domestic violence leave, Bunnings must:
  - (i) as far as reasonably practicable, take steps to ensure information is treated confidentially;
  - (ii) subject to clause 6.15(j), not use such information:

- A. for a purpose other than satisfying itself of the Team Member's entitlement to leave, other than with the Team Member's consent; or
- B. to take adverse action against a Team Member.

- (j) Clause 6.15(i) does not prevent Bunnings from dealing with information if required by an Australian law or if necessary to protect the life, health or safety of the Team Member or another person.

## **7 Public holidays**

### **7.1 Recognised public holidays**

- (a) Bunnings will recognise public holidays that are set out in the NES.
- (b) Where an additional public holiday is declared by a Commonwealth, State or Territory Government, including regional public holidays, it will also be regarded as a public holiday under this Agreement (in the areas which the public holiday is declared to apply).
- (c) Picnic Day (being the first Tuesday in November) will be treated as a public holiday in New South Wales for the purposes of this clause.

### **7.2 Substituted public holidays**

- (a) If the days set out in clause 7.1 are substituted by another day as a result of an Act or Proclamation of a State or Territory government (**substituted public holiday**), then:
  - (i) the provisions in this clause will apply to the substituted public holiday as if it were a public holiday; and
  - (ii) the actual day of the holiday which has been substituted will not be regarded as a public holiday for the purposes of this clause.
- (b) Bunnings and a Team Member may agree to substitute another day for a day that would be a public holiday under the NES (including part-day public holidays). In this case, public holiday entitlements (under this Agreement and the NES) with respect to that Team Member will apply in reference to the substituted public holiday and not the original public holiday.

### **7.3 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 the Team Member's Contract Rate.
- (b) Where a Team Member's rostered days have varied over the 12 weeks prior to the public holiday, a Team Member will be considered to have ordinary hours on a day if during that period the Team Member worked at least 7 out of 12 of those days (and if the Team Member meets this rule, the Team Member will be paid the number of hours worked on that day, averaged over the previous 12 weeks).

## **8 Types of Employment**

- (a) Team Members may be engaged on a full-time, part-time, or casual basis.
- (b) At the time of engaging a Team Member, Bunnings will inform the Team Member (including by electronic means) whether they are engaged on a full-time, part-time or casual basis.

### **8.1 Full-time employment**

- (a) A full-time Team Member is engaged to work 152 ordinary hours per 4-Week Roster Cycle.

### **8.2 Part-time employment**

- (a) A part-time Team Member has hours of work that are reasonably predictable and is engaged to work less than 152 ordinary hours per 4-Week Roster Cycle.
- (b) This Agreement applies to a part-time Team Member in the same way that it applies to a full-time Team Member, except as otherwise expressly provided by this Agreement.
- (c) At the time of engaging a part-time Team Member, Bunnings will agree in writing with the Team Member on a regular pattern of work over a 4-Week Roster Cycle comprising:
  - (i) the hours to be worked on each particular day of the week; and
  - (ii) the starting and finishing times of each day.
- (d) The regular pattern of work under clause 8.2(c) can be changed in the following ways:
  - (i) Bunnings and a part-time Team Member may agree to vary the matters in clause 8.2(c) at any time in writing, including by electronic means (e.g. through an exchange of emails, text messages or other electronic means), on a temporary or ongoing basis. A variation may be made during an affected shift or before the varied hours commence and may be of a temporary or permanent nature.
  - (ii) Alternatively, rosters for part-time Team Members may be varied by Bunnings with 14 days' notice, or at any earlier time by agreement. Any roster variation by Bunnings must not reduce the Team Member's minimum contracted hours.
- (e) Part-time Team Members will be engaged for a minimum of 40 hours per 4-Week Roster Cycle. By agreement (including through electronic means), a part-time Team Member may be engaged for less than 40 hours per 4-Week Roster Cycle.
- (f) A part-time Team Member can agree to work additional hours at the Team Member's Contract Rate (plus applicable incentive rates), as follows:
  - (i) agreement can be made on an ongoing basis in writing, provided additional hours can be verbally accepted or rejected on any occasion;
  - (ii) a part-time Team Member who does not provide an ongoing agreement can agree to additional hours in writing (including by electronic means) when offered on any occasion;
  - (iii) additional hours worked at Contract Rates pursuant to this clause will accrue leave and superannuation shall be payable; and
  - (iv) overtime rates will apply where work otherwise enlivens the overtime conditions set out in clause 3.

- (g) Bunnings will keep a record (including by electronic means) of any written agreement or written variation set out in this clause and provide the Team Member access to the agreement or variation on request.
- (h) A part-time Team Member may request that Bunnings increase their contracted hours on an ongoing basis to reflect ordinary hours regularly worked over the previous 12 months. Bunnings will consult with the Team Member about the request and genuinely try to reach agreement on an increase. Bunnings will assess whether the additional hours are required on an ongoing basis and will grant the request where operationally viable. Any refusal by Bunnings to increase hours must be made in writing and based on reasonable business grounds (providing the reason/s and business grounds within 21 days of the Team Member's request).

### **8.3 Limited tenure**

- (a) Team Members may be engaged on a limited tenure basis.
- (b) A limited tenure arrangement has a minimum term of 4 weeks and a maximum term of 2 years.
- (c) Team Members engaged on a limited tenure basis will be rostered for a minimum of 48 hours per 4-Week Roster Cycle. By agreement (including through electronic means), a limited tenure Team Member may be engaged for less than 48 hours per 4-Week Roster Cycle.

### **8.4 Casual employment**

- (a) A casual Team Member is engaged without any firm advance commitment to continuing or indefinite work according to an agreed pattern. Casual Team Members do not have guaranteed or expected hours of work, and are engaged on an as needed basis.
- (b) Casual employment begins at the start of each shift and ends at the cessation of that shift.
- (c) Bunnings will give casual Team Members a minimum of 3 hours' notice before the cancellation of a shift.
- (d) Where Bunnings does not provide the required notice in clause 8.4(c), the Team Member will receive 3 hours' pay (at the Contract Rate, plus the casual loading).



## **9 Rostering**

### **9.1 Rostering process**

- (a) Rosters for ordinary hours of work (during which a Team Member may expect to be regularly rostered) will be issued electronically for a 4-Week Roster Cycle, at least two weeks in advance and in accordance with operational requirements.
- (b) Team Members rostered to work at a Bunnings Warehouse may be rostered within the Warehouse Span of Ordinary Hours, or otherwise by agreement.
- (c) Team Members rostered to work at a Bunnings Trade Centre may be rostered within the Trade Span of Ordinary Hours, or otherwise by agreement.
- (d) Unless a Team Member agrees, or Bunnings experiences a temporary closure under clause 16.5, Bunnings will not:
  - (i) roster a Team Member to work at both a Bunnings Warehouse and a Bunnings Trade Centre; or
  - (ii) transition a Team Member's permanent place of work from a Bunnings Warehouse to a Bunnings Trade Centre (or vice versa).
- (e) Rosters will show:
  - (i) the number of ordinary hours and the days to be worked;
  - (ii) the times at which work will start and finish.
- (f) Bunnings will retain a copy of each completed work roster for at least 12 months.
- (g) Bunnings will ensure that the roster is available to all Team Members, including through accessible electronic means.
- (h) Ordinary hours of work are continuous, except for meal breaks set out in clause 11.
- (i) The maximum number of ordinary hours that may be rostered on any one day is 10.5 (and 9.5 ordinary hours on any other day in a Payroll Week).
- (j) The maximum number of consecutive days that may be rostered is 6.
- (k) Except by agreement, the maximum number of days on which ordinary hours may be rostered over a 4-Week Roster Cycle is 19.
- (l) The maximum number of ordinary hours that may be rostered over a 4-Week Roster Cycle is 152.
- (m) The maximum number of ordinary hours that may be rostered in a Payroll Week is 46.
- (n) Rosters will be arranged such that:
  - (i) Team Members receive 2 consecutive days off in one Payroll Week or 3 consecutive days off over two Payroll Weeks (subject to any different arrangements entered into between Bunnings and the individual Team Member).
  - (ii) Team Members will work no more than 3 Sundays in a 4-Week Roster Cycle (subject to any different arrangements entered into between Bunnings and the individual Team Member).



## 9.2 Minimum engagement periods

- (a) The minimum daily engagement for:
  - (i) part-time and casual Team Members is 3 consecutive hours (which will also apply where any full-time, part-time or casual Team Member is recalled to work after completing their shift); and
  - (ii) full-time Team Members is 6 consecutive hours (which can reduce to 4 hours with the Team Member's agreement).
- (b) The following shifts will attract a 4 hour minimum engagement period:
  - (i) shifts starting at or after 7:00 am and before 8:00 am on Sunday for permanent Team Members.
- (c) The following shifts will attract a 5 hour minimum engagement period:
  - (i) shifts starting at or after 5:00 am and before 6:00 am on Monday to Friday for permanent Team Members; and
  - (ii) shifts starting at or after 5:00am and before 7:00 am on Sunday for permanent Team Members.
- (d) By agreement a Team Member may be rostered for a minimum of 1 hour to attend team meetings. These sessions will be treated as time worked at the Team Member's Contract Rate, plus any casual loading (for casual Team Members) or applicable incentive rate in accordance with clause 2, and will be capped at 4 meetings per year.

## 9.3 Changing rosters

- (a) Rosters of permanent Team Members may be varied by Bunnings with 14 days' notice, or at any earlier time by agreement. Any roster variation by Bunnings under this clause must not reduce the Team Member's minimum contracted hours.
- (b) Bunnings will not vary a permanent Team Member's roster every 4-Week Roster Cycle to avoid any Agreement entitlements.
- (c) As far as possible, rosters will be set by mutual agreement between Bunnings and the Team Member.
- (d) In setting rosters Bunnings will have regard for the family responsibilities and other significant commitments of team members, study commitments, access to safe transport home by Team Members as well as the operational requirements of the business and the need to be fair in its treatment of Team Members as a whole.
- (e) Bunnings will consult with any Team Members affected by proposed changes to their regular roster or ordinary hours of work (excluding Team Members whose working hours are irregular, sporadic or unpredictable).
- (f) 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);

- (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.
- (iii) Bunnings will consider any views given by the Team Member and their representative (if any).

#### **9.4 Rostering for training**

- (a) Training 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. Such training will:
  - (i) be paid at the Team Member's Contract Rate, plus the casual loading for a casual Team Member (unless Bunnings agrees that the training is required to be performed at a time attracting an incentive rate);
  - (ii) be paid for the duration disclosed in the relevant training module, as determined by Bunnings and set out in its human resource capital management system;
  - (iii) not attract a minimum engagement period under clause 9.2 or constitute an additional Day worked for any purpose under this Agreement.

#### **9.5 Rostering on public holidays**

- (a) Subject to the remainder of this clause and Appendix 2, permanent Team Members are entitled to be absent on public holidays.
- (b) Bunnings Warehouse is open for trade on the majority of public holidays and has an operational need to engage sufficient Team Members with the required skills and experience on those days.
- (c) Team Member preferences for public holiday work will be sought by Bunnings no less than 6 weeks prior to the public holiday.
- (d) If Bunnings determines that it does not have sufficient available Team Members to satisfy operational requirements, Team Members may be requested to work on a public holiday. Bunnings' request must be reasonable in accordance with the Act. A Team Member may refuse a request if they have reasonable grounds in accordance with the Act.
- (e) Rosters for work on public holidays will be provided 4 weeks in advance (including by electronic means) and will not be unnecessarily varied. However, in cases where variation is necessary, the rostering provisions in this Agreement (clause 9) will apply.

## **10 Flexible Rosters**

- (a) Bunnings recognises that some full-time Team Members benefit from working their hours across a reduced number of days (e.g. to accommodate family responsibilities or other commitments).
- (b) By agreement with Bunnings full-time Team Members can work one of the flexible rosters outlined in this clause. Agreement may be subject to a trial to determine viability (including operational requirements and impact on other Team Members).
- (c) If agreed, flexible rosters will be set and varied in accordance with clause 9.

### **10.1 Four day working week**

- (a) A Team Member may be rostered to work their ordinary hours over not more than 16 days per 4-Week Roster Cycle, provided that:
  - (i) the Team Member may be rostered to work up to 4 weekend shifts (i.e. a Saturday or a Sunday) over the 4-Week Roster Cycle; and
  - (ii) the Team Member may be rostered to work additional weekend shifts by agreement.

### **10.2 Nine day fortnight**

- (a) A Team Member may be rostered to work their ordinary hours over not more than 18 days per 4-Week Roster Cycle, provided that:
  - (i) the Team Member may be rostered to work up to 3 weekend shifts (i.e. a Saturday or a Sunday) over the 4-Week Roster Cycle at their leader's discretion; and
  - (ii) the Team Member may be rostered to work additional weekend shifts by agreement.

## 11 Breaks

### 11.1 Break entitlements

- (a) Team Members will be entitled to breaks in accordance with the following table:

Shift length	Paid rest break (15 minutes)	Unpaid meal break
Less than 4 hours	None	None
4 hours or more but no more than 5 hours	One rest break	None
More than 5 hours but less than 7 hours	One rest break	One meal break
7 hours or more but less than 10 hours	Two rest breaks	One meal break
10 hours or more	Two rest breaks	Two meal breaks

- (b) Meal breaks will be 30 minutes in duration (or up to 60 minutes by agreement).
- (c) Where an entitlement to two rest breaks arises, the first rest break will be taken in the period before the meal break and the second rest break will be taken after the meal break.

### 11.2 Timing of breaks

- (a) Except by agreement:
- (i) 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;
  - (ii) rest and meal breaks are not to be taken within one hour of commencing or ceasing work; and
  - (iii) a Team Member cannot be required to take a rest break combined with a meal break.
- (b) A Team Member must have a minimum break of 10 hours between finishing work on one day and starting work on the next. Where a Team Member ceases work after midnight, the 10 hour break applies from the time the Team Member finished their shift.
- (c) If a Team Member commences work without the 10 hour break set out in clause 11.2(b), Bunnings will pay the Team Member for each hour worked double the rate the Team Member would have been entitled to until the Team Member has a break of 10 consecutive hours.
- (d) A Team Member will not suffer any loss of pay for ordinary hours not worked during the period of a break required by clause 11.2(b).

## 12 Ending Employment

### 12.1 Probation

The initial employment of a permanent Team Member will consist of a probationary period of 6 months' Continuous Service.

### 12.2 Notice of termination

- (a) In order to terminate the employment of a full-time or part-time Team Member, for a reason other than serious misconduct (within the meaning of the Act), 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 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) Team members that have completed not more than 1 year of Continuous Service are required to give one week's notice of termination of employment. Team members that have completed more than 1 year of Continuous Service are required to give two weeks' notice of termination of employment.
- (e) If a Team Member (who is at least 18 years old) does not give the period of notice required under this clause, Bunnings may, with the Team Member's written authorisation, deduct from wages due to the Team Member an amount that is no greater than one week's wages.
- (f) On termination of employment, Bunnings may, with the Team Member's written authorisation, deduct from wages due to the Team Member amounts representing overpayment of employment entitlements.
- (g) A full-time or part-time Team Member who has been given notice of termination of their employment is entitled to take one cumulative day off on full pay to seek other employment during their notice period. The timing of this day off will be agreed between the Team Member and Bunnings.
- (h) On termination of employment Bunnings will provide, where requested by a Team Member, a written statement of service specifying the period of employment and the classification or type of work performed prior to their termination of employment.
- (i) Final pay entitlements (comprising amounts due under this Agreement and the NES) will be paid by Bunnings no later than 7 days following termination of employment.

### 12.3 Redundancy Pay

- (a) Where a permanent Team Member's employment is terminated by reason of redundancy, they will be entitled to redundancy pay in accordance with the following table:

Period of Continuous Service	Weeks' redundancy pay (calculated at the Team Member's Contract Rate)	
	Team Members under 45 years of age	Team Members aged 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	9
3 years but less than 4 years	10	13
4 years but less than 5 years	12	15
5 years but less than 6 years	14	18
6 years and more	16	20

- (b) This table replaces and satisfies the minimum redundancy pay entitlements set out in section 119 of the Act. All other conditions, exceptions and reductions to redundancy pay entitlements in the NES continue to apply in conjunction with this Agreement.
- (c) If a Team Member is given notice of termination in circumstances of redundancy, they are entitled to:
- (i) resign from their employment (in accordance with clause 12.2) and retain the redundancy pay benefits described in this clause; and
  - (ii) take up to one paid day off per week for the duration of their notice period for the purposes of seeking other employment (for example, attending an interview for proposed employment).
- (d) If a Team Member resigns after being given notice of termination in circumstances of redundancy, the Team Member is not entitled to be paid notice beyond the notice period originally provided by Bunnings.
- (e) Where a Team Member is transferred to new duties because of redundancy, Bunnings will, before the transfer takes effect, provide the Team Member notice in the same length set out in clause 12.2(a).
- (f) Bunnings may make an application to the FWC to have the redundancy pay entitlement varied if Bunnings obtains acceptable alternative employment for a Team Member.

### 12.4 Redundancy Consultation

- (a) Where Bunnings has made a definite decision 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 where applicable with 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.
- (c) The discussions 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' interests.

## **13 Commitment to Health and Safety**

Bunnings is committed to safe working practices and the 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.

### **13.1 Health and safety committees**

- (a) Bunnings will establish a health and safety committee at each site 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) considering and making 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) considering 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) Nothing in this clause removes, diminishes or otherwise affects the application and operation of State and Territory occupational health and safety laws.



### 13.2 Accident makeup pay

- (a) If a full-time Team Member receives weekly workers' compensation following an accident or injury under the relevant legislation and if that weekly compensation is less than the Base Rate set out in clause 1.1(a) (applied to the Team Member's contracted ordinary hours), Bunnings will pay the difference between the Base Rate for the Team Member's contracted ordinary hours and the weekly compensation for up to 52 weeks post the date of injury.
- (b) Accident makeup pay is not payable for an injury suffered during the first 7 consecutive days of employment (including non-working days) in which the Team Member is unable to perform work.
- (c) Part-time Team Members will receive pro-rata make up pay in accordance with their contracted hours.

### 13.3 Team member safety and safe transport

Where a Team Member works additional hours beyond their rostered shift without 24 hours' notice, and they are unable to obtain their regular form of transport home, Bunnings will arrange at its own cost, an alternative safe form of transport for the Team Member.

## 14 Union Delegates, Recognition and Membership

### 14.1 Union delegates

- (a) Bunnings recognises the right of Union delegates to represent the Union and its members.
- (b) Subject to clause 14.1(c), 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 the 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.

### 14.2 Union recognition and membership

- (a) Bunnings honours the principle of freedom of association and acknowledges the right of every Team Member to join or not to join the Union or to remain or not to remain a member of the Union.
- (b) Bunnings commits to providing the Union with payroll deduction facilities in respect of union fees upon receipt of an authority to deduct form signed by the Team Member.

## 15 Formal Meetings and Representation

- (a) When a Team Member is required to attend, or initiate, a Formal Meeting, they may be accompanied by a representative (**Representative**).
- (b) During a Formal Meeting, the Representative is entitled to:
  - (i) ask questions or make comments that assist in the process;
  - (ii) advise the Team Member;
  - (iii) assist the Team Member to articulate their responses; and
  - (iv) provide emotional support to the Team Member,



provided that

- (v) the Representative must first allow the Team Member to personally answer any relevant questions posed by Bunnings; and
  - (vi) the Representative must not act in a manner that is intended to unreasonably frustrate or delay the meeting.
- (c) The rights of a Representative under clause 15 do not impact or undermine the rights of a representative under this Agreement (e.g., without limitation, Appendix 5).

## 16 Other Legal and Miscellaneous Matters

### 16.1 Who are the parties to this Agreement?

- (a) This enterprise agreement is titled *Bunnings Retail Enterprise Agreement 2023* and covers:
- (i) Bunnings Group Limited (ABN 26 008 672 179);
  - (ii) all employees employed at sites throughout Australia branded as:
    - A. “Bunnings Warehouse”;
    - B. “Bunnings” (i.e. smaller format stores); and
    - C. “Bunnings Trade”,performing duties set out in the classifications set out in clause 1.1 and Appendix 1; and
  - (iii) 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 Act being met.

### 16.2 When will this Agreement operate?

- (a) The Agreement will commence:
- (i) where it is approved by the FWC on or before 8 September 2023, on 13 November 2023; or
  - (ii) where it is approved by the FWC between 9 September 2023 and 1 December 2023 (including on those dates), on 19 February 2024; or
  - (iii) where it is approved by the FWC between 2 December 2023 and 12 January 2024 (including on those dates), on 18 March 2024; or
  - (iv) where it is approved by the FWC on or after 13 January 2024, at the start of the first full pay cycle that commences at least 9 weeks from the date the Agreement is approved.
- (b) The Agreement will nominally expire on 31 August 2026.
- (c) The Parties will not make any bargaining claims about the Agreement before its nominal expiry date.

### 16.3 Interaction with National Employment Standards

- (a) This Agreement will be read in a manner that does not exclude the NES.

- (b) Where a leave entitlement set out in this Agreement deals with the relevant NES entitlement, it is intended to satisfy that NES entitlement.
- (c) Where a full-time Team Member is entitled to paid leave under this Agreement, a part-time Team Member accrues leave on a pro-rata basis according to their ordinary hours of work.

#### **16.4 Message from the Managing Director**

The Message from the Managing Director on page 2 of this Agreement seeks to introduce the Agreement and does not give rise to any benefit enforceable by a Team Member.

#### **16.5 Temporary close down**

- (a) Where Bunnings intends to close down a store (in full or in part) for a particular period (**temporary close down period**) and seeks to require Team Members to take leave during that period, Bunnings will:
  - (i) give affected Team Members at least 4 weeks' notice of a temporary close down period; and
  - (ii) may require any affected Team Member to take a period of paid annual leave during a temporary close down period.
- (b) As an alternative to requiring Team Members to take leave under clause 16.5(a), during a temporary close down period, Bunnings may require Team Members to perform work at a Bunnings Warehouse or Bunnings Trade Centre other than their usual location without notice (alternatively, Team Members may take accrued leave entitlements with the agreement of Bunnings).

#### **16.6 Accessibility**

Bunnings will ensure that copies of this Agreement and the NES are available to all Team Members through accessible electronic means.

#### **16.7 Casual conversion**

A casual Team Member may have their employment converted to full-time or part-time employment in accordance with the NES.

#### **16.8 Supported wage arrangements**

A Team Member may be engaged under a supported wage arrangement in accordance with Appendix 3.

#### **16.9 Flexibility**

- (a) Team Members may request a flexible work arrangement in accordance with the Act.
- (b) Bunnings and a Team Member may make an Individual Flexibility Arrangement (**IFA**) in accordance with Appendix 4.

#### **16.10 Consultation**

In cases where Bunnings makes a decision to implement major changes to its organisation or structure, it may be required to consult with Team Members about the significant effect or impact of those changes. Appendix 5 sets out these circumstances in detail.

### 16.11 Dispute resolution procedure

Appendix 6 sets out a procedure for addressing disputes in relation to matters arising under this Agreement or the NES.

### 16.12 Shiftwork

- (a) This clause applies to Team Members:
- (i) formally appointed as shiftworkers in writing (including by electronic means); and
  - (ii) who work shifts commencing at or after 6.00pm on one day and before 5.00am on the following day.
- (b) Shiftwork does not include a shift which starts and finishes on the same day within the applicable Span of Ordinary Hours.
- (c) All shiftwork hours are continuous. All time between starting and finishing shiftwork hours must be paid for as time worked.
- (d) Meal breaks for shiftworkers are paid breaks of 30 minutes and form part of their hours worked.
- (e) Shiftworkers are entitled to the following incentive rates, calculated on the Team Member's Contract Rate:

Day	Full-time and part-time	Casual (inclusive of 22.5% casual loading)
Monday to Friday	25%	47.50%
Saturday	40%	62.50%
Sunday	60%	82.50%
Public Holiday	125%	147.50%

- (f) Rosters of shiftworkers cannot be arranged so as to have them do both shiftwork and work that is not shiftwork in the same week.
- (g) Shiftwork rosters cannot be varied to avoid the public holiday entitlements of shiftworkers.
- (h) Casual shiftwork incentive rates apply in reference to the Team Member's Contract Rate, and are inclusive of the casual loading.
- (i) For the purpose of the NES, a Team Member will be considered a shiftworker and eligible for 5 weeks of annual leave per year of Continuous Service if:
- (i) they are regularly rostered to work on Sundays and public holidays; and
  - (ii) Bunnings, at the Team Member's ordinary location of work and throughout the course of a year, continuously rosters shifts for 24 hours a day for 7 days a week.

### 16.13 Definitions

- (a) In this Agreement, the following phrases and expressions are defined and have a common meaning:
- (b) **Act** means the *Fair Work Act 2009*.
- (c) **Agreement** means this Bunnings Retail Enterprise Agreement 2023.
- (d) **Award** means the General Retail Industry Award 2020.
- (e) **Base Rate** means the minimum hourly rate of pay payable to a Team Member under clause 1.1(a) (under the column headed 'Base Rate'), and excludes:
  - (i) incentive-based payments and bonuses;
  - (ii) loadings (e.g. without limitation, any casual loading);
  - (iii) monetary allowances;
  - (iv) overtime or incentive rates;
  - (v) any other separately identifiable amounts.
- (f) **Bunnings** means Bunnings Group Limited (ABN 26 008 672 179).
- (g) **Bunnings Trade Centre** means a standalone site branded as 'Bunnings Trade'.
- (h) **Bunnings Warehouse** means:
  - (i) a standalone site branded as 'Bunnings Warehouse'; or
  - (ii) a site operating as both a 'Bunnings Warehouse' and a 'Bunnings Trade Centre' (i.e. a hybrid site); or
  - (iii) a stand alone smaller format store branded as 'Bunnings'.
- (i) **Close Relative** for the purposes of clause 6.15 means a person who is:
  - (i) a member of the Team Member's Immediate Family;
  - (ii) a former de facto partner/spouse or child, of the Team Member;
  - (iii) the child, parent, grandparent, grandchild or sibling of a Team Member's de facto partner/spouse or former de facto partner/spouse; or
  - (iv) related to the Team Member according to community kinship rules, including Aboriginal, Torres Strait Islander or Whanau kinship relationships.
- (j) **Continuous 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 6.8 (long service leave).
- (k) **Contract Rate** means the contracted minimum hourly rate of pay payable to a Team Member, which will be no less than the Base Rate, and excludes:

- (i) incentive-based payments and bonuses;
- (ii) loadings (e.g. without limitation, any casual loading);
- (iii) monetary allowances;
- (iv) overtime or incentive rates;
- (v) any other separately identifiable amounts.

For the purposes of this Agreement, if a casual team member's contracted minimum hourly rate is rolled up to include, or includes, the casual loading (whether expressed as a separate identifiable amount or not), the Contract Rate for the purposes of this Agreement is that contracted minimum hourly rate less the casual loading of 22.5%.

- (l) **Day or Days** for the purposes of clauses 3.1(a), 3.2 or 9.1 means a 24 hour period commencing at midnight and ceasing at 11.59pm on the same day (however, in the case of a shiftworker, day or day in each of these clauses is taken to mean shift).
- (m) **Family and Domestic Violence** for the purposes of clause 6.15 means violent, threatening or other abusive behaviour by a Team Member's close relative, a member of the Team Member's household, or a current or former intimate partner of a Team Member, that:
  - (i) seeks to coerce or control the Team Member; and
  - (ii) causes the Team Member harm or fear.
- (n) **Formal Meeting** means a documented meeting between Bunnings and a Team Member relating to a concern about a Team Member's performance, conduct, capacity, the application of this Agreement or potential outcomes on a Team Member's employment, pay, classification or employment record. A Formal Meeting does not include an annual appraisal, associate pay review meeting, or a meeting to investigate factual allegations.
- (o) **Full Rate of Pay** means the rate payable to the Team Member, including all of the following:
  - (i) incentive based payments and bonuses;
  - (ii) loadings;
  - (iii) monetary allowances
  - (iv) overtime or incentive rates;
  - (v) any other separately identifiable amounts.
- (p) **FWC** means Fair Work Commission.
- (q) **Immediate Family** means:
  - (i) a spouse, de facto partner, an adult child, a dependent child (including an adopted child, stepchild, a foster child, a child that is the subject of a permanent care order, or an ex-nuptial 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.
- (r) **NES** means the National Employment Standards contained in Part 2-2 of the Act.

(s) **Payroll Week** means a week commencing on Monday and ending on Sunday.

(t) **Pre-Agreement Base Rates** mean the following hourly rates:

	Bunnings Warehouse		Bunnings Trade	
Grade	Base Hourly Rate	Casual Hourly Rate	Base Hourly Rate	Casual Hourly Rate
Grade 1	\$24.87	\$30.46	N/A	N/A
Grade 2	\$25.84	\$31.65	\$25.85	\$31.76
Grade 2A	\$26.25	\$32.16	N/A	N/A
Grade 3	\$26.94	\$33.00	\$26.47	\$32.43
Grade 4	\$27.63	\$33.85	\$27.03	\$33.11

(u) **Team Member/s** means any employee covered by this Agreement (see coverage at clause 16.1).

(v) **Trade Span of Ordinary Hours** means ordinary hours performed at a Bunnings Trade Centre on:

- (i) Monday to Friday, between 5.00am and 9.00pm;
- (ii) Saturday, between 6.00am and 6.00pm; and
- (iii) Sunday, between 7.00am and 6.00pm.

(w) **Warehouse Span of Ordinary Hours** means ordinary hours performed at a Bunnings Warehouse between 5.00am to 11.00pm, Monday to Sunday.

(x) **Union** means the Shop Distributive and Allied Employees' Association (SDA) and the Australian Workers' Union of Employees, Queensland (**AWUEQ**).

(y) **4-Week Roster Cycle** means a fixed period comprising 4 Payroll Weeks.

## Appendices

### 1 Classifications

- (a) Bunnings will classify each Team Member covered by this Agreement in accordance with the descriptions in this Appendix 1.
- (b) The classification by Bunnings will be based on the skill level as determined by Bunnings that the Team Member is required to exercise in order to carry out the principal functions of the employment.
- (c) Bunnings will notify Team Members in writing (including by electronic means) of their Grade under this Agreement and any change to it.

	Bunnings Warehouse	Bunnings Trade Centre
Grade	Role	Role
<b>Team Member</b>	<b>Store Team Member</b> – performs tasks that include (but are not limited to): <ul style="list-style-type: none"> <li>customer service (including the people greeter and gatekeeper functions)</li> <li>register operation</li> <li>maintaining store cleanliness and presentation</li> <li>operation of plant / equipment other than forklift (e.g. WAVE machines, electric pallet jacks)</li> <li>click and collect / fulfilment of orders</li> <li>price integrity</li> <li>café</li> <li>box packing</li> <li>trolley collecting</li> <li>stocktake counting</li> <li>car park attending</li> <li>customer delivery driving</li> </ul>	<b>Trade Team Member</b> — performs tasks that include (but are not limited to): <ul style="list-style-type: none"> <li>customer service</li> <li>pick packing</li> <li>stock replenishment</li> <li>cleaning</li> <li>operation of powered equipment (including for plating, sawing and strapping)</li> <li>receipt and despatch of goods</li> <li>customer delivery</li> </ul> <b>Customer Service Operator</b> — performs tasks that include (but are not limited to): <ul style="list-style-type: none"> <li>customer service</li> <li>responding to telephone enquiries</li> <li>processing orders</li> </ul>
<b>Team Member (Expert)</b>	<b>Expert Team Member</b> — <ul style="list-style-type: none"> <li>performs the duties of a Store Team Member</li> <li>has completed the required training for one or more fields of expertise (e.g. plumbing, kitchen, flooring, timber)</li> <li>has been appointed to the position of an Expert Team Member</li> </ul> <b>Special Orders, Service Desk or Trade Desk Team Member</b> — <ul style="list-style-type: none"> <li>performs the duties of a Store Team Member</li> <li>has completed the required training for Special Orders, Service Desk or Trade Desk</li> <li>is regularly required to, and works the majority of their shifts on, Special Orders, Service Desk or Trade Desk</li> <li>has been appointed to the position of Special Orders, Service Desk or Trade Desk Team Member</li> </ul>	N/A
<b>Specialist</b>	<b>Forklift Operator</b> — a Team Member appointed to this role who holds a valid forklift licence and is regularly required to operate a forklift.  <b>Activities Organiser</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to): <ul style="list-style-type: none"> <li>managing store events and activities (e.g. how-to workshops, supplier demos, family nights)</li> <li>visiting local schools and community groups</li> <li>managing donations and fundraising activities</li> </ul>	<b>Forklift Operator</b> — a Team Member appointed to this role who holds a valid forklift licence and is regularly required to operate a forklift  <b>Trade Qualified CSO</b> — a Customer Service Operator who has a trade qualification from an Australian Registered Training Organisation which they regularly use to provide technical advice to customers



Grade	Bunnings Warehouse	Bunnings Trade Centre
	<p><b>Kitchen Specialist</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• assisting customers with kitchen projects and design</li> <li>• completing kitchen designs with customers and supporting them to use the design planner</li> <li>• developing customer relationships to generate more sales</li> </ul> <p><b>Store Administrator</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• receiving visitors and ensuring they complete sign-in</li> <li>• answering phone calls, distributing mail and managing invoices</li> <li>• computer based tasks such as data entry and maintaining records</li> </ul> <p><b>Inventory Specialist</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• providing customer service</li> <li>• overseeing inventory accuracy to support stock availability</li> <li>• auditing inventory to investigate any discrepancies</li> </ul> <p><b>Forklift Coach</b> — a Team Member appointed to this role who provides training and guidance to Forklift Operators</p> <p><b>Trade Qualified</b> — a Team Member appointed to this role who has a trade qualification from an Australian Registered Training Organisation which they regularly use to provide technical advice to customers</p> <p><b>Trade Specialist</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• providing commercial customers with best experience via phone, email and face-to-face</li> <li>• managing high-volume commercial customer accounts</li> <li>• complete on-boarding with new commercial account holders</li> </ul> <p><b>Note:</b> A Store Team Member or Expert may be appointed to Specialist Grade if they are regularly given the following additional responsibilities:</p> <ul style="list-style-type: none"> <li>• supervision assistance and training of other Team Members or Experts</li> <li>• assisting the Supervisor or Coordinator where necessary</li> </ul>	<p><b>Trade Administrator</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• receiving visitors and ensuring they complete sign-in</li> <li>• answering phone calls, distributing mail and managing invoices</li> <li>• computer based tasks such as data entry and maintaining records</li> </ul> <p><b>Forklift Coach</b> — a Team Member appointed to this role who provides training and guidance to Forklift Operators</p> <p><b>Note:</b> A Trade Team Member may be appointed to Specialist Grade if they are regularly given the following additional responsibilities:</p> <ul style="list-style-type: none"> <li>• supervision assistance and training of other Team Members</li> <li>• assisting the Supervisor or Coordinator where necessary</li> </ul>
<b>Supervisor</b>	<p><b>Supervisor</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• supervising and training Team Members, Experts and Specialists</li> <li>• overseeing a department in the absence of a Coordinator</li> <li>• supporting the store leadership team</li> </ul>	<p><b>Supervisor</b> — a Team Member appointed to this role who performs tasks that include (but are not limited to):</p> <ul style="list-style-type: none"> <li>• supervising and training Team Members, Experts and Specialists</li> <li>• overseeing a department in the absence of a Coordinator</li> <li>• supporting the store leadership team</li> </ul>



## **2 Provisions Specific to Bunnings Trade Centres**

- (a) Appendix 2 applies only to Bunnings Trade Centres.

### **2.1 Public holiday work**

- (a) Work on a public holiday will be voluntary for Team Members.
- (b) If Bunnings determines that it does not have sufficient available Team Members to satisfy operational requirements, Team Members may be requested to work on a Public Holiday. A Team Member may refuse a request if they have reasonable grounds in accordance with the Act.

### **2.2 Sunday work**

- (a) If a Bunnings Trade Centre proposes to trade on Sundays or schedule regular Sunday shifts, it will consult with Team Members in accordance with clause 16.10 (consultation). As part of the consultation Bunnings will, in the first instance, call for volunteers for any regular Sunday work. If there are insufficient volunteers to satisfy operational requirements, Bunnings may roster team for work on Sundays, however in doing so Bunnings will endeavour to ensure Sunday shifts are fairly allocated.

### 3 Supported wage arrangements

#### 3.1 Supported wage definitions

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.

#### 3.2 Eligibility criteria

Team Members covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Team Member is engaged under 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.

This 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.

#### 3.3 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, the Union which the Team Member is eligible to join.

All assessments made under item 3.3 of this 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.

#### 3.4 Supported wage rates

- (a) Team Members to whom this 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 1.1(a) of the Agreement.
- (b) The minimum amount payable will be not less than \$95.00 per week.
- (c) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

### **3.5 Lodgement of assessment instrument**

- (a) All Assessment Instruments under the conditions of item 1 of this 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 the 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.

### **3.6 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.

### **3.7 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 this 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.

### **3.8 Workplace adjustment**

Where Bunnings wishes to employ a person under the provisions of this 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.

### **3.9 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 this Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (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 \$95.00 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 3.3 of this Appendix.

## 4 Individual Flexibility Arrangements (IFAs)

- (a) 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:
  - i. arrangements for when work is performed;
  - ii. overtime rates;
  - iii. incentive rates; or
  - iv. allowances.
- (b) An IFA must be one that is genuinely agreed to by Bunnings and the individual Team Member without coercion or duress.
- (c) An IFA may only be made after the individual Team Member has commenced employment with Bunnings.
- (d) Where Bunnings wishes to initiate the making of an IFA it must:
  - i. give the Team Member a written proposal; and
  - ii. 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.
- (e) Bunnings must ensure that the terms of the individual flexibility arrangement result in the Team Member being better off overall at the time the arrangement is made than the Team Member would be if no arrangement was made.
- (f) An IFA between Bunnings and a Team Member must do all of the following:
  - i. state the name of the Team Member and that the IFA is made with Bunnings;
  - ii. identify the Agreement term, or Agreement terms, the application of which is to be varied;
  - iii. set out how the application of the Agreement term, or each Agreement term, is varied;
  - iv. 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
  - v. state the date the IFA is to start.
- (g) An IFA must be:
  - i. in writing; and
  - ii. 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.
- (h) Unless Bunnings is required to obtain the consent of a Team Member's parent or guardian, an IFA must not require the approval or consent of a person other than Bunnings and the Team Member.
- (i) Bunnings must keep the IFA as a time and wages record and give a copy to the Team Member.

- (j) Bunnings and the Team Member must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an IFA.
- (k) An IFA may be terminated:
  - i. at any time, by written agreement between Bunnings and the Team Member; or
  - ii. by Bunnings or the Team Member giving 28 days written notice to the other party.
- (l) An IFA terminated as mentioned in item 4(k)ii of this Appendix ceases to have effect at the end of the period of notice required under that item.
- (m) The right to make an IFA under this 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.

## 5 Consultation

- (a) 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:
- i. give notice of the changes to all Team Members who may be affected by them and their representatives (if any); and
  - ii. discuss with affected Team Members and their representatives (if any):
    - A. the introduction of the changes; and
    - B. their likely effect on Team Members; and
    - C. measures to avoid or reduce the adverse effects of the changes on Team Members; and
  - iii. commence discussions as soon as practicable after a definite decision has been made.
- (b) For the purposes of the discussion under item 5(a)ii of this Appendix, Bunnings must give in writing to the affected Team Members and their representatives (if any) all relevant information about the changes including:
- i. their nature; and
  - ii. their expected effect on Team Members; and
  - iii. any other matters likely to affect Team Members.
- (c) Item 5(b) of this Appendix does not require Bunnings to disclose any confidential information if its disclosure would be contrary to the Bunnings' interests.
- (d) Bunnings must promptly consider any matters raised by Team Members or their representatives about the changes in the course of the discussion under item 5(a)ii of this Appendix.
- (e) In this Appendix, significant effects, on Team Members, includes any of the following:
- i. termination of employment;
  - ii. major changes in the composition, operation or size of Bunnings' workforce or in the skills required;
  - iii. loss of, or reduction in, job or promotion opportunities;
  - iv. loss of, or reduction in, job tenure;
  - v. alteration of hours of work;
  - vi. the need for Team Members to be retrained or transferred to other work or locations; or
  - vii. job restructuring.
- (f) Where the Agreement makes provision for alteration of any of the matters defined at item 5(e) of this Appendix, such alteration is taken not to have significant effect.
- (g) This item does not apply to roster changes covered by clause 9.3 of the Agreement.

## 6 Dispute Resolution Procedure

- (a) This Appendix sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- (b) In the first instance Bunnings and the Team Member will attempt to resolve the matter at the workplace by discussions between the Team Member concerned and the relevant Coordinator.
- (c) 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.
- (d) If the matter remains unresolved having followed the steps in clause (c), it must be referred to Bunnings' Employee Relations Manager (or their nominee).
- (e) If the dispute is unable to be resolved through the steps in clauses (b) through (d), a party to the dispute may refer it to the FWC.
- (f) If the dispute remains unresolved, the FWC may use any method of dispute resolution that it is permitted by the Act to use (including mediation and/or conciliation and/or arbitration) and that it considers appropriate for resolving the dispute.
- (g) A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.
- (h) While procedures are being followed under this clause in relation to a dispute:
  - i. work must continue in accordance with this Agreement and the Act (without affecting the rights of either the Team Member or Bunnings adversely); and
  - ii. a Team Member must not, subject to work health and safety legislation, unreasonably fail to comply with any direction given by Bunnings about performing work, whether at the same or another workplace, that is safe and appropriate for the Team Member to perform.

**Executed** as an agreement

Signed by \_\_\_\_\_, with authority to sign on behalf of Bunnings Group Limited in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witness signature

c/o 570 Swan Street, Burnley, VIC, 3121

\_\_\_\_\_

\_\_\_\_\_

Address

Witness name

Signed by \_\_\_\_\_, a representative of employees covered by the Agreement, in the presence of:

\_\_\_\_\_

\_\_\_\_\_

Witness signature

\_\_\_\_\_

\_\_\_\_\_

Address

Witness name