



**TARGET AUSTRALIA  
RETAIL AGREEMENT  
2022**

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## PART 1 — APPLICATION AND OPERATION

### 1. TITLE

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This is the *Target Australia Retail Agreement 2022* (**Agreement**).

### 2. COVERAGE AND PARTIES

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2.1 This Agreement shall cover and apply to:

- (a) Target Australia Pty Ltd ABN 75 004 250 944 (**Target**); and
- (b) employees (referred to as 'team members' in this Agreement) who are engaged by Target under one of the classifications in clause 15.3 of this Agreement to perform work in respect of Target's Retail Operations.

2.2 The Agreement will also cover:

- (a) the Shop, Distributive and Allied Employees' Association (**SDA**); and
- (b) the Australian Workers' Union (Queensland Branch) within the AWU Area of Coverage (**AWU**).

2.3 This Agreement shall not apply to:

- (a) Team members engaged in a pay ranged/salaried position;
- (b) Team members promoted to such a position (or its equivalent) during the life of this Agreement; and
- (c) Apprentices and Trainees.

### 3. TERM OF OPERATION

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The Agreement will come into effect from 7 days after it is approved by the FWC (**Commencement Date**). The nominal expiry date is 4 years from the date the FWC approves the Agreement.

### 4. POSTING OF AGREEMENT AND FAIR WORK/CASUAL EMPLOYMENT INFORMATION STATEMENT

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4.1 A copy of this Agreement shall be posted and maintained by Target in a prominent place accessible to all team members.

4.2 Target will provide new team members with a copy of the Fair Work Information Statement and Casual Employment Information Statement, in accordance with the NES, before or as soon as practicable after a new team member commences employment with Target.

### 5. DEFINITIONS

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5.1 **AWU Area of Coverage** means the area of Queensland within the boundaries commencing at the seacoast at 24 degrees 30 minutes of south latitude, thence by that parallel of latitude bearing true west to 151 degrees of each longitude, thence by that degree of longitude bearing true south to 25 degrees of south latitude; thence by that parallel of latitude bearing true west to the western border of the State of Queensland; thence by the western border of the state, bearing true north to 22 degrees 30 minutes of south latitude; thence by that parallel of latitude bearing true east to 147 degrees of east longitude; thence by that degree of longitude bearing true north to 22 degrees of south latitude; thence by that parallel of latitude bearing true east to the sea-coast; thence by the sea-coast southerly to the point of commencement and including the islands adjacent to the Coast within that area excluding the Local Government Areas of Rockhampton and Gladstone.

- 5.2 **Base Rate of Pay** means the applicable minimum rates of pay as set out in clauses 16 and 19 of this Agreement.
- 5.3 **Casual team member** — see clause 12.6(a).
- 5.4 **Customer Service Assistant** — see clause 15.3.
- 5.5 **Full-time team member** — see clause 12.3(a).
- 5.6 **FW Act** means the *Fair Work Act 2009* (Cth) (as amended).
- 5.7 **FW Regulations** means the *Fair Work Regulations 2009* (Cth) (as amended).
- 5.8 **FWC** means the Fair Work Commission or successor.
- 5.9 **GRIA** means the *General Retail Industry Award 2020*, as amended, varied or replaced.
- 5.10 **Immediate Family Member** means a team member's:
- (a) spouse (including former spouse, de facto partner and a former de facto partner);
  - (b) child, (including step, adopted, ex-nuptial or foster child);
  - (c) parent (including step-parent);
  - (d) father and mother-in-law (including former father and mother-in-law);
  - (e) grandparent (including grandparent-in-law and former grandparent-in-law);
  - (f) grandchild (including grandchild of a spouse);
  - (g) siblings;
  - (h) brother and sister-in-law (including former brother and sister-in-law); or
  - (i) a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.
- 5.11 **Junior team member** means a team member who is under 20 years of age.
- 5.12 **Limited Tenure team member** — see clause 12.5(a).
- 5.13 **NES** means the National Employment Standards.
- 5.14 **Normally rostered to work** means ordinary hours of work, including ordinary hours arising from a roster variation in accordance with clause 12.4(c) and clause 25. For the avoidance of doubt, this does not include overtime hours.
- 5.15 **Ordinary Earnings** means a team member's Base Rate of Pay plus any penalties or loadings applicable for a particular shift.
- 5.16 **Part-time team member** — see clause 12.4(a).
- 5.17 **Permanent team member** means either a Full-time or Part-time team member.
- 5.18 **Shiftworker** or **Shiftwork** — see clause 28.
- 5.19 **Special clothing** means any article of clothing (including uniform, waterproof or other protective clothing) that Target requires the team member to wear or that it is necessary for the

team member to wear. To avoid doubt, special clothing does not include any preferred dress as set out in standards established by Target.

- 5.20 **Target's Retail Operations** means Target retail stores located throughout Australia, but does not include any distribution centre.
- 5.21 **Team Leader** — see clause 15.3.
- 5.22 **Union** means the SDA and AWU, being organisations registered as such under the *Fair Work (Registered Organisations) Act 2009* (Cth) that are entitled to represent the industrial interests of team members covered by this Agreement.
- 5.23 **Union Delegate** means a team member who is credentialed by a Union as union delegate.
- 5.24 **Writing** or **Written** means any form of written record, including the electronic form. Communications required to be in writing or written will be adapted so they are appropriate for the context and may include E-mail, SMS or communications through internet applications.

## **6. NATIONAL EMPLOYMENT STANDARDS**

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The terms of this Agreement apply in a manner that does not exclude the NES. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental to a team member in any respect when compared with the NES.

## **7. MODERN AWARD**

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Consistent with section 57 of the FW Act, the GRIA is displaced in its entirety by this Agreement.

## PART 2 — WORKPLACE FLEXIBILITY

### 8. INDIVIDUAL FLEXIBILITY AGREEMENT

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- 8.1 Target and a team member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances; and
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of Target and the team member in relation to one or more of the matters mentioned in subclause 8.1(a); and
  - (c) the arrangement is genuinely agreed to by Target and the team member without coercion or duress.
- 8.2 Target must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act;
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the team member being better off overall than the team member would be if no arrangement was made.
- 8.3 Target must ensure that the individual flexibility arrangement:
- (a) is in Writing; and
  - (b) includes the name of Target and the team member; and
  - (c) is signed by an authorised representative of Target and the team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member; and
  - (d) includes details of:
    - (i) the terms of the Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the team member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 8.4 Target must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 Target or the team member may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days Written notice to the other party to the arrangement;  
or
- (b) if Target and the team member agree in Writing — at any time.

## **9. REQUESTS FOR FLEXIBLE WORK**

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9.1 A team member under this clause may request a change in working arrangements if the following circumstances apply to the team member and if the team member wants to change their working arrangements because of those circumstances. The team member:

- (a) is a parent, or has responsibility for the care of a child who is of school age or younger;
- (b) is a carer (within the meaning of the *Carer's Recognition Act 2010* (Cth));
- (c) has a disability;
- (d) is 55 years of age or older;
- (e) is experiencing family or domestic violence from a member of their family;
- (f) provides care or support to an Immediate Family Member or a member of their household, who requires care and support because the member is experiencing domestic violence from the member's family.

9.2 A request must be in Writing and set out the details of the change sought, the reason for the change and that the request is made under this Agreement.

9.3 Target must provide the team member with a response in Writing within 21 days of the request stating if Target grants or refuses the request. If Target refuses the request, Target's Written response will include reasons for the refusal.

9.4 Target may only refuse the request on reasonable business grounds. Without limiting what are reasonable business grounds, such grounds include the following:

- (a) the new working arrangements requested by the team member would be too costly for Target;
- (b) there is no capacity to change the working arrangements of other team members to accommodate the new working arrangements requested by the team member;
- (c) that it would be impractical to change the working arrangements of other team members or recruit new team members, to accommodate the new working arrangements requested by the team member;
- (d) that the new working arrangements requested by the team member would be likely to result in a significant loss of efficiency or productivity; or
- (e) that the new working arrangements requested by the team member would be likely to have a significant negative impact on customer service.

### **9.5 Additional requirements if a team member is a parent or carer**

- (a) In respect to eligible team members who:
  - (i) are parents;
  - (ii) have responsibility for the care of a child, school age or younger; or
  - (iii) are carers,



Target must seek to confer with the team member and genuinely try to reach agreement on a change in working arrangements before refusing any request.

- (b) If Target refuses a request, Target's Written response must include details of the reasons for the refusal and how the ground or grounds for refusal apply. The Written response must also state if there are any arrangements that Target can offer the team member to better accommodate their responsibilities as a parent or carer.
- (c) If Target agrees on a change in working arrangements, Target's Written response must set out the agreed change in working arrangements.
- (d) Without limiting the rights of a team member under this clause, a team member who is a parent or has responsibility for the care of a child and who is returning to work after taking leave in relation to the birth or adoption of the child, may request to work Part-time to assist the team member to care for the child.
- (e) An eligible team member under this clause is a Permanent team member who has completed at least 12 months of continuous service immediately before making the request (6 months in the case of a team member who is a parent/carer under subclauses 9.1(a) or 9.1(b)) or a Casual team member who is a long-term casual immediately before making the request.
- (f) A 'long term Casual team member' for the purpose of this clause only is a Casual team member who has been employed by Target on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months (6 months in the case of a team member who is a parent/carer under subclauses 9.1(a) or 9.1(b)) who has with an ongoing expectation of continuing employment.
- (g) The FWC cannot deal with a dispute to the extent that it is about whether Target had reasonable business grounds to refuse a request under this clause, unless Target and the team member have agreed in Writing. Disputes about whether Target has conferred with a team member and responded to the request in the way required by subclause 9.5, can be dealt with under clause 11 of this Agreement.

## **PART 3 — CONSULTATION AND DISPUTE RESOLUTION**

### **10. CONSULTATION**

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#### **10.1 Consultation regarding major workplace change**

- (a) Target to notify
  - (i) Where Target has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, Target must notify the team members who may be affected by the proposed changes, their representatives, if any, and the Union.
  - (ii) Significant effects include termination of employment; major changes in the composition, operation or size of Target's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters, an alteration is deemed not to have significant effect.
- (b) Target to discuss change
  - (i) Target must discuss with the team members affected and their representatives, if any, and the Union, the introduction of the changes referred to in subclause 10.1(a), the effects the changes are likely to have on team members and measures to avert or mitigate the adverse effects of such changes on team members and must give prompt consideration to matters raised by the team members and/or their representatives or the Union in relation to the changes.
  - (ii) The discussions must commence as early as practicable after a definite decision has been made by Target to make the changes referred to in subclause 10.1(a).
  - (iii) For the purposes of such discussion, Target must provide in Writing to the team members concerned and their representatives, if any, and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on team member and any other matters likely to affect team members provided that Target is not required to disclose confidential information the disclosure of which would be contrary to Target's interests.

#### **10.2 Consultation about changes to rosters or hours of work**

- (a) Where Target proposes to change a team member's regular roster or ordinary hours of work, Target must consult with the team member or team members affected and their representatives, if any, about the proposed change.
- (b) Target must:
  - (i) provide to the team member or team members affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the team member's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (ii) invite the team member or team members affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring, or study responsibilities); and

- (iii) give consideration to any views about the impact of the proposed change that are given by the team member or team members concerned and/or their representatives.
- (c) The requirement to consult under this subclause 10.2 does not apply where a team member has irregular, sporadic or unpredictable working hours.

## **11. DISPUTE RESOLUTION**

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- 11.1 If a dispute, grievance, disagreement or issue relates to:
- (a) a matter arising under the Agreement; or
  - (b) the NES;
- this term sets out procedures to settle the dispute.
- 11.2 A team member who is a party to the dispute may appoint a representative (including the Union) for the purposes of the procedures in this clause.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the team member or team members and relevant supervisors and/or management.
- 11.4 If the dispute is still unresolved, after the team member puts the dispute in Writing, an appropriate representative of Target will assist in resolving the dispute. The team member may appoint a representative to represent them in relation to the dispute.
- 11.5 If the dispute is still unresolved, a senior representative of Target or another authorised representative of Target will become involved. The team member and/or their representative will meet as required with Target's representatives.
- 11.6 If the dispute is still unresolved, a party to the dispute may refer the matter to FWC.
- 11.7 The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- 11.8 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) a team member must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (b) a team member must comply with a direction given by Target to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the team member to perform; or

- (iv) there are other reasonable grounds for the team member to refuse to comply with the direction.

11.9 Despite clause 11.8, where a dispute is about a roster change under subclause 25.6 of this Agreement, work shall continue in accordance with the practices existing prior to the matter in dispute arising or other agreed arrangements for the six weeks following the matter in dispute first arising, provided the status quo will remain beyond this time if the matter in dispute has been referred to the FWC by a party and in that event. The status quo will remain in place until such time as the matter is resolved by conciliation or arbitration, or otherwise resolved by the parties.

11.10 In order to facilitate this dispute resolution procedure:

- (a) the party with the dispute must notify the other party at the earliest opportunity of the problem;
- (b) throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
- (c) sensible time limits must be allowed for completion of the various stages of discussion, however, the parties must co-operate to ensure that the dispute resolution procedure is carried out as quickly as possible.

11.11 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term (subject to a right of appeal).

## PART 4 — TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

### 12. TYPES OF EMPLOYMENT

12.1 Team members under this Agreement will be employed in one of the following categories:

- (a) Full-time team members;
- (b) Part-time team members;
- (c) Limited Tenure team members; or
- (d) Casual team members.

12.2 At the time of first being employed, Target will inform each team member of the terms of their engagement and, in particular, whether they are to be Full-time, Part-time, Casual or Limited Tenure (including the basis of the Limited Tenure, being either Full-time or Part-time).

#### 12.3 Full-time team members

- (a) A Full-time team member is a team member who is engaged to work an average of 38 hours per week over a cycle of up to 4 weeks, not exceeding 152 hours in any 4-week cycle.
- (b) At the start of employment, Target and a Full-time team member will agree, in Writing, on their standard roster, which will specify:
  - (i) the number of ordinary hours to be worked each week;
  - (ii) the days of the week that the work is to be performed; and
  - (iii) the starting and finishing times of work for each day of the week on which work is to be performed.
- (c) Rostering principles for Full-time team members:

Rostering provision	Requirement
Maximum numbers of hours per day	9 hours provided that one day per week can be rostered for 11 hours
Minimum break between shifts	12 hours or 10 by agreement between the completion of work on one day and the commencement of work on the next day
Maximum number of days per week	5 days (or 6 days in one week if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days every week or 3 consecutive days per fortnight, unless otherwise agreed in accordance with clause 24.7(b)
Weekends off for regular Sunday workers	At least 1 in 4, being a 3-day break including a Saturday and Sunday, unless otherwise varied by agreement
Maximum number of hours in a 4-week roster cycle	152 hours
Maximum number of days in a 4-week roster cycle	19 days or 20 by agreement

#### 12.4 Part-time team members

- (a) A Part-time team member is a team member who:
  - (i) works less than 152 hours in any 4-week cycle;

- (ii) works at least 36 hours in any 4-week cycle;
  - (iii) works less than 38 hours per week; and
  - (iv) has reasonably predictable hours of work.
- (b) At the time of first being employed, Target and the Part-time team member will agree, in Writing, on a regular pattern of work, specifying at least:
- (i) the number of hours to be worked on each particular day of the week (or weeks, if working over a 2 or 4-week cycle) (the **guaranteed hours**);
  - (ii) the times at which the team member will start and finish work each particular day; and
  - (iii) when meal breaks may be taken and their duration
- (c) Any agreement to vary the regular pattern of work, including the guaranteed hours, will be made in Writing before the varied hours commence. A variation under this subclause 12.4(c) may be of a temporary (including ad-hoc or one-off variations) or permanent nature. A Part-time team member can elect to provide Written standing consent to vary their regular pattern of work in order to work additional hours at the Base Rate of Pay plus any applicable penalties, provided such standing consent may be withdrawn by the team member at any time. To avoid doubt, a team member who provides standing consent is not obligated to accept additional hours and can still refuse to work additional hours when offered on any occasion. As set out at clause 5.24, such a variation may be made by electronic means including internet applications, E-mail and SMS.
- (d) A record of the agreement and any variations to it (including by way of standing consent) will be retained by Target and provided to the team member. This may be provided by electronic means as noted above.
- (e) Target is required to roster a Part-time team member for a minimum of three consecutive hours on any shift.
- (f) A Part-time team member employed under the provisions of this subclause will be paid for ordinary hours worked at the hourly rate prescribed for the class of work performed. All time worked in excess of the guaranteed hours as agreed under subclause 12.4(b) will be overtime and paid for at the rates prescribed in clause 26.2. So as to avoid doubt, any variation under subclause 12.4(c), including any variation as a result of standing consent, will not attract overtime.
- (g) Where a Part-time team member has agreed to work additional hours in accordance with clause 12.4(c) and those hours form part of their ordinary hours, the team member shall be entitled to use personal/carers leave in accordance with clauses 33 and 34 for those hours.
- (h) Rosters
- (i) The rostered hours of Part-time team members, other than their guaranteed hours, may be altered at any time by mutual agreement between Target and the team member, including any variations agreed under subclause 12.4(c).
  - (ii) Where not by mutual agreement, any permanent roster change will be provided with a minimum of 7 days' written notice (or 48 hours in an emergency). Should the team member disagree with the roster change, they will be given a minimum of 14 days Written notice instead of 7 days, during which time there will be discussions aimed at resolving the matter in accordance with clause 11 of this Agreement.

- (iii) Rosters will not be changed except as provided in subclause 12.4(h) from one cycle to another, nor will they be changed to avoid any Agreement entitlements. If this occurs the team member must be paid any Agreement entitlements as if the regular pattern of work had not been changed.
- (iv) A Part-time team member's guaranteed hours including the days on which those guaranteed hours are agreed to be worked can only be changed by agreement in accordance with clause 12.4(c).
- (v) Further roster change conditions are provided in clause 25 Notification and Changes to Rosters.

(i) Agreement entitlements

Where the Agreement refers to payment of an entitlement in 'days', 'weeks' or 'shifts', payment for a Part-time team member will be on a proportionate basis, according to their guaranteed hours.

(j) Conversion of existing team members

No Full-time or Casual team member will be transferred by Target to Part-time employment without the Written consent of the team member. Provided that where such transfer occurs, all leave entitlements accrued will be deemed to be continuous. A Full-time team member who requests Part-time work and is given such work may revert to Full-time employment on a specified future date by agreement with Target and recorded in Writing.

(k) Review of guaranteed hours

- (i) If a Part-time team member's guaranteed hours are less than the ordinary hours that the team member has regularly worked in the previous 12 months, the team member may request in Writing that Target increase their guaranteed hours on an ongoing basis to reflect the ordinary hours regularly being worked.
- (ii) A team member may only make a request under clause 12.4(k)(i) once every 12 months.
- (iii) Target must respond in Writing to the team member's request within 21 days.
- (iv) Target may refuse the request only on reasonable grounds.
- (v) Before refusing a request under clause 12.4(k)(i), Target must discuss the request with the team member and genuinely try to reach agreement on an increase to the team member's guaranteed hours that will give the team member more predictable hours of work and reasonably accommodate the team member's circumstances.
- (vi) If Target and the team member agree on an increase to the team member's guaranteed hours, Target's written response must record the agreed increase.
- (vii) If Target and the team member do not reach agreement, Target's written response must include details of the reasons for the refusal, including the ground or grounds for refusal and how the ground or grounds apply.
- (viii) Target and the team member may seek to resolve a dispute about a request under clause 12.4(k)(i) in accordance with clause 11—Dispute resolution.

(l) Reduction of part-time hours

Target will give preference to Part-time team members whose hours were reduced under previous enterprise agreements applicable to Target, to have additional

permanent hours added to their contract before offering those additional hours to other Part-time team members who have had no reduction in hours, Casuals and new Part-time team members.

(m) Rostering principles for Part-time team members:

Rostering provision	Requirement
Maximum number of hours per day	9 hours provided that one day per week can be rostered for 11 hours
Minimum break between shifts	12 hours or 10 by agreement between the completion of work on one day and the commencement of work on the next day
Maximum number of days per week	5 days (or 6 days in one week if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days every week or 3 consecutive days per fortnight, unless otherwise agreed in accordance with clause 24.7(b)
Weekends off for regular Sunday workers	At least 1 in 4, being a 3-day break including a Saturday and Sunday, unless otherwise varied by agreement
Maximum number of hours in a 4- week roster cycle	152 hours
Maximum number of days in a 4- week roster cycle	19 days or 20 by agreement

## 12.5 Limited Tenure team members

- (a) A limited tenure refers to a team member (including Casual team members) engaged on a Full-time or Part-time basis for a specific task or tasks and/or for a specific period of time (**Limited Tenure**).
- (b) The minimum duration of a Limited Tenure is 2 weeks. However, if the sole purpose of the Limited Tenure is to replace a team member on annual leave, the minimum duration is 1 week.
- (c) The maximum duration of a Limited Tenure is 12 months. However, this maximum shall not apply if the sole purpose of the Limited Tenure is to replace a team member on parental leave.
- (d) Limited Tenure employment shall be voluntary. Periods of Limited Tenure must not run consecutively and a Limited Tenure may be extended by agreement with the team member, in line with the relevant maximum duration, detailed in subclause 12.5(c).
- (e) Prior to the start of a Limited Tenure, the team member will be advised in Writing:
  - (i) of the nature of the work;
  - (ii) the hours to be worked;
  - (iii) the Base Rate of Pay; and
  - (iv) the start and finish dates of their Limited Tenure employment.
- (f) At the end of the Limited Tenure period, an existing team member will revert to a position which is no less advantageous to the team member than that which existed immediately prior to the Limited Tenure commencing.
- (g) Where an existing team member is offered and accepts a Limited Tenure, such team member is not 'engaged under a contract of employment for a specified period



of time' as referred to in section 386(2) of the FW Act but are continuing team members.

- (h) A team member who accepts a change to Limited Tenure will not be disadvantaged in respect to their terms and conditions of employment.
- (i) A Limited Tenure may be terminated by either the team member or Target in accordance with clauses 10.1, 13 and 14.
- (j) Rostering principles for Limited Tenure team members:

The rostering principles for Limited Tenure team members correspond to the capacity in which they are engaged: i.e. Full-time or Part-time.

## 12.6 Casual team members

- (a) Casual team member has the meaning given by section 15A of the FW Act.
- (b) A Casual team member will be paid both the hourly rate payable to a Full-time team member and an additional 25% of the Base Rate of Pay for a Full-time team member.
- (c) Casual team members will be paid at the termination of each engagement or weekly in accordance with pay arrangements for Full-time and Part-time team members.
- (d) The minimum daily engagement of a Casual team member is 3 hours.
- (e) Rostering principles for Casual team members:

Rostering provision	Requirement
Maximum number of hours per day	9 hours provided that one day per week can be rostered for 11 hours
Minimum break between shifts	12 hours or 10 by agreement between the completion of work on one day and the commencement of work on the next day
Maximum number of days per week	5 days (or 6 days in one week if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days every week or 3 consecutive days per fortnight, unless otherwise agreed in accordance with clause 24.7(b)
Weekends off for regular Sunday workers	At least 1 in 4, being a 3-day break including a Saturday and Sunday, unless otherwise varied by agreement
Maximum number of days in a 4-week roster cycle	19 days or 20 by agreement
Maximum number of hours	38 hours per week

## 12.7 Right to request casual conversion

Offers and requests for conversion from Casual employment to Full-time or Part-time employment are provided for in the NES.

## 13. TERMINATION OF EMPLOYMENT

- 13.1 Target may terminate a Permanent or Limited Tenure team member's employment by giving Written notice of termination in accordance with the following table:

Period of continuous service	Period of notice	
	Team members under 45	Team members 45 and over
1 year or less	1 week	1 week
More than 1 year but less than 2 years	2 weeks	2 weeks

<b>More than 2 years but less than 3 years</b>	2 weeks	3 weeks
<b>More than 3 years but less than 5 years</b>	3 weeks	4 weeks
<b>More than 5 years</b>	4 weeks	5 weeks

13.2 The period of notice in this clause will not apply to team members at the ending of a Limited Tenure or a team member terminated for serious misconduct, in accordance with the NES.

13.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked.

13.4 In calculating any payment in lieu of notice, the full rate of pay a Permanent or Limited Tenure team member would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated, will be used. That total must be calculated on the basis of:

- (a) The Permanent or Limited Tenure team member's ordinary hours of work; and
- (b) The amounts ordinarily payable to the Permanent or Limited Tenure team member in respect of those hours, including (for example) allowances, loading and penalties.

**13.5 Notice of termination by a team member**

- (a) A Permanent or Limited Tenure team member may terminate their employment by providing the following notice, or a longer period, if mutually agreed between Target and the Permanent or Limited Tenure team member:

<b>Period of continuous service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year or more	2 weeks

- (b) If a Permanent or Limited Tenure team member who is at least 18 years old does not give the period of notice required under this clause, then Target may deduct from wages due to the team member under this Agreement an amount that is no more than one week's wages for the team member.

**13.6 Job search entitlement**

Where Target has given notice of termination to a team member, a team member must be allowed up to one day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the team member after consultation with Target.

**14. REDUNDANCY**

14.1 Except as otherwise provided for in this Agreement, redundancy is as provided for in the NES.

14.2 After Target has made a definite decision that the job a team member has been doing will no longer be done by anyone (and this is not due to the ordinary and customary turnover of labour) and that decision may lead to termination of employment, Target will consult with team members in accordance with clause 10.

**14.3 Transfer to lower paid duties**

A team member transferred to a lower paid classification due to redundancy is entitled to the same notice as if their employment had been terminated. Target can make payment instead of notice. Where this occurs the team member will be paid the difference between their former Base Rate of Pay (plus the all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) and their new Base Rate of Pay (plus the all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the period of notice.

**14.4 Team member leaving during notice period**

A team member given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The team member is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### 14.5 Job search entitlement

- (a) A team member given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member must, at the request of Target, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.6.

#### 14.6 Severance pay

Instead of the entitlements provided in section 119(2) of the FW Act, the amount of redundancy pay will be as set out in the following table:

Period of continuous service	Severance pay	
	Team members under 45	Team members 45 and over
Less than 1 year	Nil	Nil
At least 1 year but less than 2 years	4 weeks	5 weeks
At least 2 years but less than 3 years	7 weeks	8.75 weeks
At least 3 years but less than 4 years	10 weeks	12.5 weeks
At least 4 years but less than 5 years	12 weeks	15 weeks
At least 5 years but less than 6 years	14 weeks	17.5 weeks
At least 6 years	16 weeks	20 weeks

14.7 A reference in this section to continuous service with Target does not include periods of employment as a casual team member.

#### 14.8 Incapacity to pay and alternative employment

- (a) If a team member is entitled to be paid an amount of redundancy pay and Target either:
  - (i) obtains other acceptable employment for the team member; or
  - (ii) cannot pay the amount;
 Target may apply to the FWC to reduce the amount owed by Target.
- (b) The FWC may reduce the amount owed by Target to a specified amount (which may be nil) that the FWC considers appropriate

#### 14.9 Transfer of business

- (a) Severance pay as provided in subclause 14.6 and notice of termination as provided in clause 13.1, will not apply where there is a transfer of business and Target obtains employment for a team member on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the team member's terms and conditions of employment with Target immediately before the termination and the new employer recognises the team member's service with Target.

- (b) Where other acceptable employment is found for a team member in a related entity of Target, the team member's entitlements to personal leave, annual leave and long service leave will be transferred to the new business.

## PART 5 — CLASSIFICATIONS, WAGES AND SUPERANNUATION

### 15. CLASSIFICATIONS

- 15.1 All team members covered by this Agreement must be classified according to the structure set out in subclause 15.3. Target must advise team members in Writing of their classification, and/or job title, and of any changes to their classification.
- 15.2 The classification by Target must be according to the skill level and duties required to be exercised by the team member in order to carry out the principal functions of the employment as determined by Target.
- 15.3 The classification levels covered by this Agreement are as follows:

Classification level	Description
<b>Customer Service Assistant</b>	<p>The principal duties of a team member employed as a Customer Service Assistant include but are not limited to any of the following:</p> <ul style="list-style-type: none"><li>• Customer service</li><li>• Stock work &amp; replenishment</li><li>• Merchandising</li><li>• Housekeeping and incidental cleaning</li><li>• Asset protection</li><li>• Stocktake</li><li>• Point of sale operation</li><li>• Goods receipting</li><li>• Fulfilment of online orders</li><li>• Delivery of goods</li><li>• Pre-packing, packing, weighing, assembling, pricing or preparing goods for sale</li><li>• Displaying, filling, shelves, replenishing or any other method of exposing or presenting goods for sale</li><li>• Window dressing (not qualified)</li><li>• Administrative/clerical tasks, including:<ul style="list-style-type: none"><li>i. reception or switchboard, for example, directing telephone callers to appropriate staff, issuing or receiving standard forms, relaying internal information;</li><li>ii. maintaining basic records;</li><li>iii. filing, collating or photocopying;</li><li>iv. handling or distributing mail, including messenger service;</li><li>v. recording, matching, checking or batching of accounts, invoices, orders or store requisitions.</li></ul></li></ul> <p>These responsibilities may change over time with the addition of other responsibilities as Target may reasonably require in order to meet the operating needs of the business, provided that these responsibilities fall within the Retail Employee Level 1 classification in the GRIA.</p> <p>Team members will not be required to clean toilets.</p>
<b>Team Leader</b>	<p>A Team Leader is a Customer Service Assistant whose duties are to assist in supervising either a department (or part thereof) or to assist in supervising a task or process being carried out across more than one department (for example replenishment being carried out across departments). Further indicative duties include:</p> <ul style="list-style-type: none"><li>• supervision of customer service assistants;</li><li>• opening or closing the premises or providing associated security;</li><li>• securing cash.</li></ul>

- 15.4 To avoid doubt, the Team Leader classification does not cover the following:
- (a) employees appointed as Department Managers, Assistant Store Managers, Store Managers or above on pay ranged/salaried arrangements; and

- (b) employees who fall within or above the Retail Employee Level 7 classification in the GRIA.

#### 15.5 Higher duties

- (a) Team members engaged at a higher classification than their ordinary classification for more than 2 hours during a shift will be paid the higher rate for the shift.
- (b) If engaged at a higher classification for 2 hours or less during a shift, the team member is to be paid the higher rate for the time worked only and will be paid for the balance of the shift at their ordinary classification.

### 16. WAGE RATES

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16.1 The following Base Rates of Pay apply from the Commencement Date.

Classification level	Hourly rate of pay
Customer Service Assistant	\$23.38
Team Leader (112% of Customer Service Assistant)	\$26.19

#### 16.2 Up-front Payment for Team Members

- (a) Upon a successful vote for this Agreement team members employed by Target as at the last day of the vote will be paid an up-front single lump-sum payment of \$400 (**Up-front Payment**) as follows:
  - (i) Full-time team members, an Up-front Payment of \$400;
  - (ii) Casual and part-time team members, a pro rata Up-front Payment of \$400 based on the average number of hours worked by the team member during the 12 months prior to the last day of the vote period, or if the period of employment is less than 12 months, for the period of the team member's employment;
  - (iii) The Up-front Payment amounts specified in this subclause are all subject to the deduction of the taxation as required by law;
  - (iv) Junior team members are paid the Up-front Payment based on the junior percentages in clause 17.1.
- (b) Payment of the Up-front Payments set out in this subclause will be paid by no later than 19 December 2022, if the vote is successful.

#### 16.3 Supported wage system

For employees who, because of the effects of a disability, are eligible for a supported wage, see Appendix A.

### 17. JUNIOR RATES

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17.1 Adult rates start at 20 years. Junior team members employed as Customer Service Assistants will be paid the following percentage of the appropriate wage rate above at clauses 16.1 and 19:

Age	Percentage of the Adult Rate
19 years	80%
18 years	70%
17 years	60%
16 years and under	50%

17.2 Where a junior team member works as a Team Leader, they will be paid the adult rate of pay as specified in clauses 16.1 and 19.

## 18. ALLOWANCES AND REIMBURSEMENTS

### 18.1 Payment of allowances and reimbursements

- (a) Allowances and reimbursements are extra payments made to eligible team members for specific purposes. Allowances and reimbursements will be paid at the same time wages are paid, unless otherwise specified.
- (b) The allowances and reimbursements that apply under this Agreement are provided in the tables contained at subclauses 18.2 and 18.3 below.

### 18.2 Allowances

Allowance	Application
<b>Equipment allowance</b>	<p>If a Customer Service Assistant is required to operate a forklift or ride on equipment (<b>Equipment</b>), they will be entitled to an additional equipment allowance of 2.3% per hour (or part thereof) of the Customer Service Assistant hourly rate in clauses 16 and 19 to be paid as follows:</p> <ul style="list-style-type: none"> <li>Customer Service Assistants required to operate Equipment for more than 2 hours during a shift will be paid the equipment allowance for the shift.</li> <li>Customer Service Assistants required to operate Equipment for 2 hours or less during a shift will be paid the equipment allowance for the time worked only and will not be entitled to the equipment allowance for the balance of the shift.</li> </ul>
<b>Laundry allowance</b>	<p>In the event that Target requires a team member to launder any special clothing, the team member will receive:</p> <ul style="list-style-type: none"> <li>for a Full-time team member — \$6.25 per week; and</li> <li>for a Part-time or Casual team member — \$1.25 per shift.</li> </ul>
<b>Meal allowance</b>	<p>A team member required to work more than 1 hour of overtime after the team member's ordinary time of ending work will be either provided with a meal or paid a meal allowance of \$20.01.</p> <p>Where the overtime exceeds 4 hours, a further meal allowance of \$18.14 will be paid.</p> <p>No meal allowance will be payable where:</p> <ul style="list-style-type: none"> <li>A team member could reasonably return home for a meal within the period allowed for a meal break; or</li> <li>24 hours' notice was provided to the team member of the requirement to work overtime.</li> </ul>
<b>Kilometre allowance</b>	<p>Where Target requests a team member to use their own motor vehicle in the performance of their duties, the team member will be paid an allowance of \$0.91 per kilometre.</p>
<b>First aid allowance</b>	<p>Where a team member who holds an appropriate first aid qualification is appointed by Target to perform first aid duty, they will be paid \$12.23 per week.</p>
<b>Recall allowance</b>	<p>Unless otherwise agreed, a team member recalled to work for any reason (e.g. an unforeseen emergency such as needing to reset an alarm), before or after:</p> <ul style="list-style-type: none"> <li>completing their normal roster; or</li> <li>on a day which they did not work,</li> </ul> <p>will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion.</p> <p>For the purposes of this allowance, the time worked will be calculated from the time the team member leaves home until they return home.</p>
<b>Higher duties allowance</b>	<p>See clause 15.5.</p>

<b>Location allowance – Broken Hill</b>	Team Members working in the county of Yancowinna in New south Wales (Broken Hill) will be paid an additional allowance of \$1.06 per hour.						
<b>Location allowance – Western Australia</b>	Location Allowances for applicable Target WA stores are to be maintained as per the WA Location Allowance General Order as amended from time to time.						
<b>Location allowance – Northern Territory</b>	Target stores in the Northern Territory will receive an additional weekly location allowance as listed below. <table border="1" data-bbox="654 398 1002 504"> <tr> <td><b>Alice Springs:</b></td> <td>\$9.30</td> </tr> <tr> <td><b>Katherine:</b></td> <td>\$16.60</td> </tr> <tr> <td><b>Palmerston:</b></td> <td>\$16.60</td> </tr> </table>	<b>Alice Springs:</b>	\$9.30	<b>Katherine:</b>	\$16.60	<b>Palmerston:</b>	\$16.60
<b>Alice Springs:</b>	\$9.30						
<b>Katherine:</b>	\$16.60						
<b>Palmerston:</b>	\$16.60						

### 18.3 Reimbursements

<b>Reimbursement</b>	<b>Application</b>
<b>Special clothing reimbursement</b>	<p>In the event that Target requires a team member to wear any protective or special clothing (e.g. uniform, dress or other clothing), Target will reimburse the team member for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear.</p> <p>This reimbursement is not applicable when the special clothing is supplied and/or paid for by Target.</p>
<b>Travelling time reimbursement</b>	<p>Where Target requires a team member to work at a place away from their usual place of employment, all time spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time.</p> <p>In addition, any fares reasonably incurred, in excess of those normally incurred in travelling between their home and their usual place of employment, will be reimbursed.</p> <p>Where Target provides transport from a pick-up point, a team member will be paid travelling time for all time spent travelling from such pick-up point and returning to such pick-up point.</p> <p>The rate of pay for travelling time will be the team member's Base Rate of Pay, except on Sundays and public holidays, when it will be time and a half.</p>
<b>Temporary transfer of team member reimbursement</b>	Where Target requires a team member to move temporarily from one store to another for a period of not exceeding 3 weeks, all additional transport costs incurred will be reimbursed by Target.
<b>Permanent relocation reimbursement</b>	If Target permanently relocates a team member's role from one township to another, and the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence, Target will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family.
<b>Transport of team member reimbursement</b>	<p>Where:</p> <ul style="list-style-type: none"> <li>a team member commences work before 7:00am on any day or commences or ceases work after 10pm on any day;</li> <li>the team member's regular means of transport is unavailable; and</li> <li>following reasonable attempts to do so, the team member is unable to arrange their own alternative transport,</li> </ul> <p>Target will reimburse the team member for the cost of the taxi fare or rideshare fare from the place of employment to team member's usual place of residence, at no cost to the team member.</p> <p>This reimbursement will not apply if</p> <ul style="list-style-type: none"> <li>the team member elects to provide their own transport; or</li> <li>if the team member is working shiftwork.</li> </ul>



## **19. WAGE AND ALLOWANCE ADJUSTMENTS AND GUARANTEES**

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- 19.1 The rates of pay in clause 16 will increase in line with increases made by the FWC to the GRIA from the first full pay period on or after 1 July 2023, as follows:
- (a) the Customer Service Assistant Base Rates of Pay in clause 16 will be adjusted to equal the equivalent hourly base rate of pay in the GRIA, being Retail Employee Level 1, plus 5 cents per hour;
  - (b) the Team Leader Base Rates of Pay in clause 16 will be adjusted to be 12% higher than the Customer Service Assistant hourly rate calculated in accordance with clause 19.1(a) above, and rounded to 2 decimal places.
- 19.2 The allowances in clause 18 shall not fall below the corresponding allowances in the GRIA from the Commencement Date.

## **20. SUPERANNUATION**

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### **20.1 Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of Target and team members.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

### **20.2 Employer Contributions**

Target will make such superannuation contributions on a monthly basis to a superannuation fund for the benefit of a team member as required by the relevant legislation.

### **20.3 Superannuation fund**

- (a) For team members who commenced employment prior to 1 November 2021, Target will make the superannuation contributions referred to in clause 20.2 to:
  - (i) the team member's chosen superannuation fund; or
  - (ii) if the team member does not choose a superannuation fund, Target's default fund, the Retail Employees Superannuation Trust, a complying fund which offers a MySuper product.
- (b) For team members who commenced employment on or after 1 November 2021, Target will make the superannuation contributions referred to in clause 20.2 to:
  - (i) the team member's chosen superannuation fund; or
  - (ii) if the team member does not choose a superannuation fund, the superannuation fund advised by the Australian Taxation Office as being the team member's stapled superannuation fund; or
  - (iii) if the team members does not choose a superannuation fund and has no stapled superannuation fund, Target's default fund, the Retail Employees Superannuation Trust, a complying fund which offers a MySuper product.

### **20.4 Voluntary team member contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, a team member may, in Writing, authorise Target to pay on behalf of the team member a specified amount from the post-taxation wages of the team member into the same superannuation fund as Target makes the superannuation contributions provided for in subclause 20.3.
- (b) A team member may adjust the amount they have authorised Target to pay from their wages from the first of the month following the giving of 28 days Written notice to Target.
- (c) Target must pay the amount authorised under subclause 20.3 no later than 28 days after the end of the month in which the deduction authorised under subclause 20.3 was made.
- (d) These voluntary contributions are in addition to and do not offset Target's obligation to pay superannuation under subclause 20.2.

#### 20.5 **Absence from work**

Subject to the governing rules of the relevant superannuation fund, Target must also make the superannuation contributions provided for in subclause 20.2 and pay the amount authorised under subclause 20.3:

- (a) while the team member is on any paid leave; and
- (b) for the period of absence from work (subject to a maximum of 52 weeks) of the team member due to work-related injury or work-related illness provided that:
  - (i) the team member is receiving workers compensation payments or is receiving regular payments directly from Target in accordance with the statutory requirements; and
  - (ii) the team member remains employed by Target.

#### 20.6 **Salary sacrifice**

- (a) A team member may, by agreement with Target:
  - (i) participate in a salary sacrifice program in relation to Superannuation or any other benefit agreed to by Target; and
  - (ii) receive wages payable under this Agreement minus the amount diverted into contributions under this program.
- (b) This clause is intended to be for the team member's benefit without imposing additional costs to Target.
- (c) Any request for salary sacrifice will be in the form decided by the Target.
- (d) A team member will receive the benefit and wages under this clause instead of wages and other amounts payable under this Agreement.
- (e) A team member who takes any paid leave will receive the benefit and wages under this clause instead of wages and other amounts payable under this Agreement.
- (f) For all other purposes, after taking into account the deductions above, a team member will not receive less than the rate specified in clauses 16 and 19 for their relevant classification.
- (g) These salary sacrifice contributions are in addition to and do not offset Target's obligation to pay superannuation under subclause 20.2.

- (h) A team member may vary their additional contributions by a written authorisation and Target shall alter the additional contributions within 14 days of receipt of the authorisation.
- (i) When determining amounts owed under this Agreement (including termination payments), these shall be calculated by using the total of wages a team member is entitled to under this agreement before any salary sacrifice deduction is made.

## **21. PAYMENT OF WAGES**

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- 21.1 Wages will be paid weekly.
- 21.2 In the case of Full-time team members, the wage paid weekly shall be calculated as an average of the wage for the 4 week roster cycle.
- 21.3 Target must pay a team member no later than 7 days after the day on which the team member's employment terminates:
  - (a) the team member's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - (b) all other amounts that are due to the team member under this Agreement and the NES.

## **22. OVERPAYMENT**

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- 22.1 In the event that Target inadvertently makes an overpayment of remuneration to a team member and the entitlement to that remuneration is governed by this Agreement, Target shall have the right to recover such overpayment in accordance with this clause.
- 22.2 Target must advise the team member in Writing of the amount of the overpayment and the reason and circumstance of the overpayment.
- 22.3 Target and the team member may agree on the amount to be recovered from each periodic pay of the team member, the number of periodic pays that will be affected by the recovery action and the usual amount of pay that the team member will receive whilst the recovery action occurs. The agreement shall be in Writing; however, a team member will not unreasonably withhold their agreement.
- 22.4 A team member may dispute any overpayment recovery claim. If no agreement is reached, the matter must be dealt with under clause 11. Any resolution of a dispute about an overpayment recovery claim must have regard to all the circumstances of the case and may determine the amount, if any, of the overpayment to be recovered and the method and timing of any recovery of an overpayment.
- 22.5 This clause operates subject to sections 324 and 326 of the FW Act.

## PART 6 — HOURS OF WORK AND ROSTERING

### 23. HOURS OF WORK

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#### 23.1 Ordinary hours

- (a) Ordinary hours may be worked within the following span of hours:

Days	Span of hours
Monday to Friday	7.00am to 11.00pm
Saturday	7.00am to 11.00pm
Sunday	9.00am to 11.00pm

- (b) No team member shall be engaged on more than one shift per day and rostered hours on any day must be continuous, except for meal and rest breaks.

### 24. ROSTERING PRINCIPLES

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24.1 Except by Written agreement between Target and a team member, team members will not be required to work ordinary hours on more than 19 days in each 4-week cycle. By agreement between Target and a team member, 19 days may be extended to 20 days in each 4-week period.

24.2 A roster period cannot exceed four weeks.

24.3 Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.

24.4 Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.

#### 24.5 Substitute rostered days off (RDOs)

- (a) Target, with the agreement of the majority of team members concerned, may substitute the day or half day a team member is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) By agreement between Target and a team member, another day may be substituted for the day that team member is to be rostered off.

#### 24.6 Accumulation of RDOs

By agreement between Target and a team member, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to Target and the team member.

#### 24.7 Consecutive days off

- (a) Ordinary hours will be worked so as to provide a team member with two consecutive days off each week or three consecutive days off in a 2-week period.
- (b) This requirement will not apply where the team member requests in Writing and Target agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that a team member make such a request.
- (c) A team member can terminate the agreement by giving four weeks' notice to Target.

#### 24.8 Team members regularly working Sundays

- (a) A team member who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday.
- (b) This requirement will not apply where the team member requests in Writing and Target agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that a team member make such a request.
- (c) A team member can terminate the agreement by giving four weeks' notice to Target.

#### 24.9 Maximum ordinary hours on a day

A team member may be rostered to work up to a maximum of nine ordinary hours on any day, provided that for one day per week a team member can be rostered for 11 hours.

### 25. NOTIFICATION AND CHANGES TO ROSTERS

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- 25.1 This clause is to be read in conjunction with clause 10.2.
- 25.2 Target will make available for team members a roster, which will show for each team member:
  - (a) the number of ordinary hours to be worked each week;
  - (b) the days of the week on which work is to be performed; and
  - (c) the commencing and ceasing time of work for each day of the week.
- 25.3 Target will retain superseded notices for 12 months. The roster will, on request, be produced for inspection by an authorised person.
- 25.4 Due to unexpected operational requirements, a team member's roster for a given day may be changed by mutual agreement with the team member prior to the team member arriving for work.  
  
NOTE: Clause 10.2 contains requirements to consult with team members about roster changes.
- 25.5 Any permanent roster change to a Permanent or Limited Tenure team member's roster will be provided to a Permanent team member in Writing with a minimum 7 days' notice (or 48 hours in an emergency in relation to part-time team members).
- 25.6 Should a Permanent or Limited Tenure team member disagree with the roster change, they will be given a minimum of 14 days Written notice instead of 7 days, during which time there will be discussions aimed at resolving the matter in accordance with clause 11 of this Agreement.
- 25.7 Where a Permanent or Limited Tenure team member's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the team member because of the change of roster will be paid at the overtime rate of pay. To avoid doubt, any variation for part-time team members under subclause 12.4(c) will not attract overtime.
- 25.8 A team member's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances arise the team member will be entitled to such penalty, loading or benefits as if the roster had not been changed.

- 25.9 When establishing or changing a roster, Target will take into consideration the family or caring responsibilities, and study commitments of the team member, and whether the team member has safe transport home.
- 25.10 A team member may arrange to swap an individual shift with another team member. Any arrangement to swap a shift must be:
- (a) genuinely agreed to by both team members; and
  - (b) compliant with all provisions of this Agreement; and
  - (c) not result in any additional expense to Target; and
  - (d) be approved by store management at least the day prior to the start of the shift. By agreement between the team members and Target, less notice may apply.

## **26. OVERTIME**

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### **26.1 Reasonable overtime for team members**

- (a) Subject to subclause 26.1(b), Target may require a team member to work reasonable overtime at overtime rates in accordance with the provisions of this clause.
- (b) A team member may refuse to work overtime in circumstances where the working of such overtime would result in the team member working hours which are unreasonable having regard to:
  - (i) any risk to team member health and safety;
  - (ii) the team member's personal circumstances including any family or study responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by Target of the overtime and by the team member of their intention to refuse it; and
  - (v) any other relevant matter.

### **26.2 Payment for overtime for Permanent and Limited Tenure team members**

- (a) Permanent and Limited Tenure team members shall be entitled to be paid the overtime rates set out in subclause 26.2(c) in the following circumstances:
  - (i) where they work in excess of an average of 38 hours per week over a cycle of up to 4 weeks, not exceeding 152 hours in any 4-week cycle; or
  - (ii) where they work outside the span of hours (except for Shiftwork) as defined in clause 23; or
  - (iii) where they work outside or in excess of the roster conditions prescribed in clause 24.
- (b) Hours worked by Part-time team members in excess of the agreed hours in clause 12.4(b) or as varied under clause 12.4(c) will be paid at time and a half for the first three hours and double time thereafter.
- (c) Hours paid at overtime rates are to be paid as follows:
  - (i) 200% of the Base Rate of Pay on a Sunday;

- (ii) 250% of the Base Rate of Pay on a public holiday; and
  - (iii) 150% of the Base Rate of Pay for the first three hours and 200% of the Base Rate of Pay thereafter at all other times.
- (d) Overtime is calculated on a daily basis.

### 26.3 Overtime for Casual team members

- (a) A Casual team member may be offered work which qualifies to be paid at overtime rates. They shall be entitled to be paid at the overtime rates set out in subclause 26.3(b) in the following circumstances:
- (i) where they work in excess of 38 hours per week;
  - (ii) where they work outside of the span of hours (except for Shiftwork) as defined in clause 23; or
  - (iii) where they work in excess of 9 hours per day, provided that one day per week a Casual team member may work 11 hours without attracting overtime rates.
- (b) Hours paid at overtime rates are to be paid as follows:
- (i) 225% of the Base Rate of Pay (including casual loading) on a Sunday;
  - (ii) 275% of the Base Rate of Pay (including casual loading) on a public holiday; and
  - (iii) 175% of the Base Rate of Pay (including casual loading) for the first three hours and 225% of the Base Rate of Pay (including casual loading) thereafter at all other times.
- (c) Overtime is calculated on a daily basis.

### 26.4 Time off instead of payment for overtime

- (a) A team member, other than a Casual team member, and Target may agree in Writing to the team member taking time off instead of being paid for a particular amount of overtime that has been worked by the team member.
- (b) The period of time off that a team member is entitled to take is equivalent to the overtime payment that would have been made.

*EXAMPLE: By making an agreement under subclause 26.4(a) a team member who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.*

- (c) Time off must be taken:
- (i) within the period of 6 months after the overtime is worked; and
  - (ii) at a time or times within that period of 6 months agreed by the team member and Target.
- (d) If the team member requests at any time, to be paid for overtime covered by an agreement under subclause 26.4 but not taken as time off, Target must pay the team member for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in subclause 26.4(c), Target must pay the team member for the

overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.

- (f) Target must not exert undue influence or undue pressure on a team member in relation to a decision by the team member to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) A team member may, under section 65 of the FW Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Target and the team member, instead of being paid for overtime worked by the team member. If Target agrees to the request, then this subclause 26.4 will apply for overtime that has been worked.

*Note: If a team member makes a request under section 65 of the Act for a change in working arrangements, Target may only refuse that request on reasonable business grounds (see section 65(5) of the FW Act).*

- (h) If, on the termination of the team member's employment, time off for overtime worked by the team member to which this subclause 26.4 applies has not been taken, Target must pay the team member for the overtime at the overtime rate applicable to the overtime when worked.

*Note: Under section 345(1) of the FW Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under subclause 26.4.*

## **27. PENALTIES**

- 27.1 The following penalty loadings shall apply in addition to the Base Rates of Pay for ordinary hours worked:

Day of week	Time of day	Permanent or Limited Tenure team members	Casual team members (including casual loading)
Monday-Friday	6pm-11pm	25%	50%
Saturday	7am-11pm	25%	50%
Sunday	9am-11pm	50%	75%
Public Holidays	7am-11pm (9am-11pm on Sundays)	125%	150%

## **28. SHIFTWORK**

### **28.1 Application of clause**

- (a) This clause will apply only to persons specifically employed as Shiftworkers under this Agreement.
- (b) This clause does not apply to a team member who is employed as a non-Shiftworker and who does additional hours or overtime.

### **28.2 Shiftwork definition**

- (a) For the purposes of this Agreement Shiftwork means a shift starting at or after 6.00pm on one day and before 5.00am on the following day, subject to subclause 28.2(b) below.
- (b) Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in clause 23.1(a) — e.g. 6.00pm to 9.00pm.
- (c) All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.



### 28.3 Rate of pay for Shiftwork

- (a) Any Shiftwork performed between midnight Sunday and midnight Friday will be paid at the rate of 130% (155% for casuals, inclusive of the casual loading) of a team member's Base Rate of Pay.
- (b) Any Shiftwork performed on a Saturday will be paid at the rate of 150% (175% for casuals, inclusive of the casual loading) of a team member's Base Rate of Pay.
- (c) Any Shiftwork performed on a Sunday will be paid at the rate of 175% (200% for casuals, inclusive of the casual loading) of a team member's Base Rate of Pay.
- (d) Where a team member elects to work on a public holiday shift then the public holiday penalties set out in clause 27.1 will apply for all hours of the shift.
- (e) For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. Provided that if a team member elects not to work on a public holiday shift the team member will be entitled to be absent without loss of pay.
- (f) In any store where it is mutually agreed between Target and a team member engaged under the provisions of this clause, another shift may be substituted for the shift which commences on the holiday as the holiday shift. In this case, the public holiday penalties set out in clause 27.1 will apply only to the day so substituted.

### 28.4 Rest breaks and meal breaks

All rest breaks and meal breaks taken by Shiftworkers are paid breaks and form part of the hours of work.

### 28.5 Rosters

- (a) Shiftwork rosters cannot be varied so as to avoid the provision of the public holiday entitlements of Shiftworkers.
- (b) Rosters of Shiftworkers cannot be arranged so as to have the Shiftworker work both Shiftwork and non-Shiftwork in the same week.

## 29. BREAKS

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### 29.1 Breaks during work periods

- (a) Breaks will be given as follows:

Hours worked	Rest break (paid)	Meal break (unpaid except for Shiftworkers)
Less than 4	No rest break	No meal break
4 or more but no more than 5	One 15-minute rest break	No meal break
More than 5 but less than 7	One 15-minute rest break	One meal break of at least 45 minutes but no more than 60 minutes
7 or more but less than 10	Two 15-minute rest breaks (one to be taken in the first half of the shift and one in the second half)	One meal break of at least 45 minutes but no more than 60 minutes
10 or more	Two 15-minute rest breaks (one to be taken in the first half of the shift and one in the second half)	One meal breaks of at least 45 minutes but no more than 60 minutes and a second meal break of at least 30 minutes but no more than 60 minutes

- (b) Meal breaks may be reduced to 30 minutes with the agreement of the team member.

- (c) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the team member during work hours.
- (d) A team member cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work.
- (e) A team member cannot be required to take a rest break(s) combined with a meal break.
- (f) No team member can work more than 5 hours without a meal break.
- (g) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this Agreement.
- (h) Rest breaks are paid breaks and meal breaks (except for Shiftworkers) are unpaid breaks.

29.2 Target and a team member may agree, in Writing, for a team member to work up to 6 ordinary hours and forego the meal break, provided that their rest break shall be taken at least 2 hours prior to concluding work. A team member may revoke their request to work 6 hours without a meal break by providing 2 weeks' notice.

**29.3 Breaks between work periods**

- (a) All team members will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- (b) Where a team member recommences work without having had 12 hours off work then the team member will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- (c) The team member must not suffer any loss of pay for ordinary hours not worked during the period of a break required by clause 29.3.
- (d) By agreement between Target and a team member or team members the period of 12 hours may be reduced to not less than 10 hours. Team members may provide Written standing consent to reduce their break to 10 hours which can be withdrawn by the team member at any time.

**30. STAND DOWN**

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Target may stand down a team member without pay if the team member cannot be usefully employed because of any strike, breakdown in machinery, or stoppage of work by any cause for which Target cannot reasonably be held responsible, provided that:

- (a) each period for which useful work cannot be performed extends beyond 2 days before the stand down occurs;
- (b) a team member stood down does not lose entitlements to benefits of a public holiday which falls during the stand down period; and
- (c) when calculating entitlements for continuity of employment, annual leave, personal/carer's leave and long service leave, any such time shall be counted as time worked.

## **PART 7 — PUBLIC HOLIDAYS AND LEAVE**

### **31. PUBLIC HOLIDAYS**

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31.1 Other than as provided in this clause, public holidays are provided for in the NES.

31.2 All work on a public holiday is voluntary.

#### **31.3 Where a store does not open on a public holiday**

Where a store does not open for trade on a public holiday, and a permanent team member would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their Ordinary Earnings for the hours normally rostered to work.

#### **31.4 Where a store opens for trade on a public holiday**

- (a) A team member who is ordinarily rostered to work the day on which a public holiday falls may elect to work a public holiday or part thereof and if Target agrees to the team member working, the team member shall be paid at the rates set out in clauses 27.1, unless it is overtime in which case the rates of pay are set out at 26.2 and 26.3.
- (b) When a permanent team member who is ordinarily rostered to work the day on which a public holiday falls does not work, they shall be entitled to the day off without loss of pay (excluding the public holiday penalty).

#### **31.5 Time Off in Lieu**

- (a) By mutual agreement of the team member and Target, the team member (other than a casual) may be compensated for a particular public holiday by either:
  - (i) An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or
  - (ii) An additional day or equivalent time as annual leave.
- (b) The team member and Target are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday.
- (c) If no agreement can be reached on the method of compensation, the default arrangement shall apply and the team member will be paid at the public holiday rates.

#### **31.6 Substitute public holidays**

- (a) Target and a team member may agree to substitute another day for a day that would otherwise be a public holiday under the NES. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the team member must be paid at public holiday rates.
- (b) Target and a team member may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES. If either the part-day public holiday or the substitute-part day is worked, public holiday penalties must be paid. If both part-days are worked, one part-day at the election of the team member must be paid at public holiday rates.
- (c) Christmas Day substitution

Where substitution occurs by operation of the law of a state or territory, work on 25 December will attract an additional loading of half a team member's Ordinary Earnings for the shift in addition to the Saturday/Sunday rate. The team member will also be entitled to the benefits of the substituted public holiday (where applicable).

### **31.7 Easter Sunday, New Year's Eve and Christmas Eve (if not public holidays)**

Work performed on Easter Sunday or after 6.00pm on Christmas Eve and New Year's Eve will be subject to the following provisions (if not public holidays).

- (a) Team members not wishing to work shall advise Target at least 4 weeks prior to Christmas Eve or New Year's Eve.
- (b) Volunteers will be sought at least 14 days prior to Easter Sunday, Christmas Eve and New Years Eve in cases where Permanent team members do not wish to work on the day or time.
- (c) If insufficient volunteers are obtained, Target may direct the working of a team member's normal roster so that a reasonable staffing level is reached.
- (d) Permanent team members not wishing to work on these days or times will be rostered to work on another day or time within the roster cycle without increase to their ordinary pay, unless the re-scheduled shift attracts a penalty or loading which did not apply to the Easter Sunday, New Year's Eve or Christmas Eve shift.
- (e) Permanent team members rostered to work in a store which is not permitted to open on Easter Sunday shall be given the day off with pay at their Base Rate of Pay.

### **31.8 Engagement across two days**

- (a) Where the majority of a team member's rostered shift falls on a public holiday, the entire shift shall be regarded as the public holiday.
- (b) Where a team member is rostered for a shift with an equal number of hours on the public holiday and on the day before the public holiday the entire shift shall be treated as a public holiday.
- (c) Where a team member is rostered for a shift with on equal number of hours on the public holiday and the day after the public holiday the entire shift shall be treated as a public holiday.
- (d) Subject to clause 31.8(e), if the minority of a shift falls on a public holiday the team member is entitled to have that part of the shift that falls on the public holiday treated as a public holiday (hours off without loss) and the remainder of the shift treated as a normal shift.
- (e) If a team member works two consecutive shifts so that the first shift ends the morning of a public holiday and the next shift commences on the same night; only one shift will be treated as the public holiday not both. i.e. the majority shift on the public holiday will then be the public holiday shift.
- (f) If both shifts have equal hours on the public holiday and non-public holiday only one of the two shifts shall be a public holiday shift.

### **31.9 Additional entitlements**

- (a) All full time and part time team members in NSW whose roster includes the first Tuesday in November, shall be entitled to an SDA Union Picnic Day in NSW on the first Tuesday in November each year. Work on this day is voluntary. SDA Union

Picnic Day in NSW shall be treated as paid time off, or pay in lieu, but work performed on that day shall not attract public holiday penalty rates.

- (b) Team members in Western Australia shall be entitled to a public holiday on Easter Saturday regardless of whether it is declared or prescribed to be a public holiday. This day shall be treated as a public holiday in accordance with clause 31.

## **32. ANNUAL LEAVE**

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- 32.1 Except as otherwise provided for in this Agreement annual leave is provided for in the NES.
- 32.2 Full-time team members will be entitled to 4 weeks (152 hours) of annual leave for each year of continuous service.
- 32.3 Part-time team members will be entitled to annual leave on a pro-rata basis.
- 32.4 Annual leave accrues progressively during each year and accumulates from year to year.
- 32.5 Annual leave will be taken by mutual agreement between Target and the team member. Target will not unreasonably refuse a team member's request.
- 32.6 Where possible, a Full-time team member is to be given preference to take their non-working day in conjunction with annual leave, or to move their non-working day so that it adjoins a period of annual leave.
- 32.7 Where a public holiday as outlined in clause 31 falls within a period of annual leave, that day(s) or part-day is treated as a public holiday (day or part-day off with pay based on a team member's ordinary rostered hours) and will not be deducted from their annual leave entitlement.
- 32.8 If a team member's period of annual leave includes a period of any other leave (other than unpaid parental leave), the team member is taken not to be on 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 this Agreement.
- 32.9 **Shiftworkers for the purposes of the NES**
  - (a) For the purpose of the NES, a Shiftworker is a 7-day Shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.
  - (b) Shiftworkers for the purposes of the NES are entitled to 5 weeks (190 hours) of annual leave for each year of continuous service.
- 32.10 **Annual leave loading**
  - (a) During a period of annual leave a team member will receive a loading calculated on the Base Rates of Pay in Clauses 16 and 19 of this Agreement. Annual leave loading is payable on leave the team member has accrued.
  - (b) The loading will be as follows:
    - (i) Team members who would have worked on day work only had they not been on leave — 17.5% or the relevant penalty rates, whichever is the greater but not both.
    - (ii) Team members who would have worked on Shiftwork had they not been on leave — a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.
- 32.11 **Annual leave in advance**

- (a) Target and a team member may agree in Writing to the team member taking a period of paid annual leave before the team member has accrued an entitlement to the leave.
- (b) An agreement must:
  - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
  - (ii) be signed by an authorised representative of Target and the team member and, if the team member is under 18 years of age, by the team member's parent or guardian.
- (c) Target must keep a copy of any agreement under subclause 32.11(a) as a team member record.
- (d) If, on the termination of the team member's employment, the team member has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under subclause 32.11(a), Target may deduct from any money due to the team member on termination an amount equal to the amount that was paid to the team member in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

### 32.12 Excessive annual leave

- (a) General provisions
  - (i) A team member has an excessive leave accrual if the team member has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a Shiftworker, as defined by subclause 32.9).
  - (ii) If a team member has an excessive leave accrual, Target or the team member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
  - (iii) Subclause 32.12(b) sets out how Target may direct a team member who has an excessive leave accrual to take paid annual leave.
  - (iv) Subclause 32.12(c) sets out how a team member who has an excessive leave accrual may require Target to grant paid annual leave requested by the team member.
- (b) Direction by Target that leave be taken
  - (i) If Target has genuinely tried to reach agreement with a team member under subclause 32.12(a)(ii) but agreement is not reached (including because the team member refuses to confer), Target may direct the team member in Writing to take one or more periods of paid annual leave.
  - (ii) However, a direction by Target under subclause 32.12(b):
    - (A) is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 32.12 and 32.13 or otherwise agreed by Target and the team member) are taken into account;
    - (B) must not require the team member to take any period of paid annual leave of less than one week;

- (C) must not require the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (D) must not be inconsistent with any leave arrangement agreed by Target and the team member.
- (iii) The team member must take paid annual leave in accordance with a direction under subclause 32.12(b) that is in effect.
  - (iv) A team member to whom a direction has been given under subclause 32.12(b) may request to take a period of paid annual leave as if the direction had not been given.

*Note 1: Paid annual leave arising from a request mentioned in subclause 32.12(b)(iv) may result in the direction ceasing to have effect. See subclause 32.12(b)(ii)(A).*

*Note 2: Under Section 88(2) of the FW Act, Target must not unreasonably refuse to agree to a request by the team member to take paid annual leave.*

- (c) Request by team member for leave
  - (i) If a team member has genuinely tried to reach agreement with Target under subclause 32.12(a)(ii) but agreement is not reached (including because Target refuses to confer), the team member may give a written notice to Target requesting to take one or more periods of paid annual leave.
  - (ii) However, a team member may only give a notice to Target under subclause 32.12(c)(i) if:
    - (A) the team member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
    - (B) the team member has not been given a direction under subclause 32.12(b) that, when any other paid annual leave arrangements (whether made under subclauses 32.12(a), 32.12(b) or 32.12(c) or otherwise agreed by Target and the team member) are taken into account, would eliminate the team member's excessive leave accrual.
  - (iii) A notice given by a team member under subclause 32.12(c)(i) must not:
    - (A) if granted, result in the team member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under subclause 32.12(a), 32.12(b) or 32.12(c) or otherwise agreed by Target and the team member) are taken into account;
    - (B) provide for the team member to take any period of paid annual leave of less than one week;
    - (C) provide for the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
    - (D) be inconsistent with any leave arrangement agreed by Target and the team member.
  - (iv) A team member is not entitled to request by a notice under subclause 32.12(c)(i) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a Shiftworker, as defined by subclause 32.9) in any period of 12 months.

- (v) Target must grant paid annual leave requested by a notice under subclause 32.12(c)(i).

### 32.13 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under subclause 32.13(c).
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under subclause 32.13(c).
- (c) Target and a team member may agree in Writing to the cashing out of a particular amount of accrued paid annual leave by the team member.
- (d) An agreement under subclause 32.13(c) must state:
  - (i) the amount of leave to be cashed out and the payment to be made to the team member for it; and
  - (ii) the date on which the payment is to be made.
- (e) An agreement under subclause 32.13(c) must be signed by an authorised representative of Target and the team member and, if the team member is under 18 years of age, by the team member's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the team member taken the leave at the time the payment is made.
- (g) An agreement must not result in the team member's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) Target must keep a copy of any agreement under subclause 32.13(c) as a team member record.

## 33. PERSONAL LEAVE

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### 33.1 Entitlement

- (a) A Permanent or Limited Tenure team member is entitled to personal leave when they are unable to attend work as rostered due to a personal illness or injury.
- (b) Full-time team members accrue 10 days (76 hours) of paid personal leave for each year of continuous employment.
- (c) Part-time team members accrue personal leave on a pro-rata basis.
- (d) Personal leave accrues progressively and accumulates from year to year.

### Transition from arrangements in the Target Australia Retail Agreement 2012

- 33.2 Under the predecessor *Target Australia Retail Agreement 2012*, team members who had completed their first year of service were credited their annual personal leave entitlement in full at the commencement of their second and subsequent years of service. In recognition of this, all existing team members who are in their second or subsequent years of service as at the date of commencement of this Agreement will transition to progressive accrual on the basis that:



- (a) in the current year, the team member's annual personal leave entitlement will remain the amount of personal leave that was credited to them in advance on their most recent anniversary date; and
  - (b) on that team member's next anniversary date, progressive accrual of the personal leave entitlement will commence.
- 33.3 For all existing team members who are within their first year of service as at the date of commencement of this Agreement, personal leave shall continue to accrue progressively.

**33.4 Notification**

Wherever practicable, the team member will notify the Store Manager (or if the Store Manager is not present, the Manager on duty) prior to the start of their shift of:

- (a) their inability to attend for work;
- (b) as far as reasonable, the nature of the illness or injury; and
- (c) the estimated duration of the absence.

**33.5 Documentation**

A team member may take up to 2 days' personal/carer's leave in any one year without a medical certificate or a statutory declaration. For the remainder of personal/carer's leave taken, reasonable proof of absence may be required by Target to approve payment.

**33.6 Payment**

Personal leave will be paid at the team member's Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply.

**34. CARER'S LEAVE**

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**34.1 Entitlement**

- (a) A Permanent or Limited Tenure team member is entitled to use their accrued personal leave entitlement (refer to clause 33) for when an Immediate Family Member or member of their household requires care or support due to:
  - (i) that person being ill or injured; or
  - (ii) an unexpected emergency.
- (b) Team members taking carer's leave is on the basis that they are the most suitable person, in the circumstances, to provide such care or support.

**34.2 Unpaid carer's leave**

- (a) Permanent, Limited Tenure and Casual team members are entitled up to 2 days' unpaid carer's leave for each occasion that an Immediate Family Member or member of their household requires care or support due to:
  - (i) that person being ill or injured; or
  - (ii) an unexpected emergency.
- (b) The 2 days can be taken as a continuous period, or any separate periods as agreed between Target and the team member.

- (c) Permanent or Limited Tenure team members are only entitled to unpaid carer's leave once their paid carer's leave (in accordance with subclause 34.1) has been used.

### 34.3 Notification

As soon as is reasonably practicable, the team member will provide Target with notice of:

- (a) their intention to take carer's leave;
- (b) a satisfactory explanation of the reason for the leave; and
- (c) the estimated duration of absence.

### 34.4 Documentation

A team member may take up to 2 days' personal/carer's leave in any one year without a medical certificate or a statutory declaration. For the remainder of personal/carer's leave taken, reasonable proof of absence may be required by Target to approve payment.

### 34.5 Payment

Carer's leave will be paid at the team member's Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply.

## 35. ADDITIONAL ENTITLEMENT TO PERSONAL/CARER'S LEAVE

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- 35.1 Where a full time team member has exhausted their entitlement to personal/carer's leave, an additional 3 paid shifts of personal/carer's leave (pro rata amount for part time team members) may be accessed for the purposes outlined in clauses 33.1(a) and 34.1. This leave is available in each anniversary year and will stand alone and not be cumulative.
- 35.2 The notification, documentation and payment requirements in clauses 33.4, 33.5, 33.6, 34.3, 34.4 and 34.5 apply to this entitlement.
- 35.3 For the purposes of this clause, anniversary year means a year that commences on the anniversary of a team member's commencement date, but that is separate to the meaning of continuous service.

## 36. COMPASSIONATE LEAVE

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### 36.1 Entitlement — Permanent or Limited Tenure team members

Entitlements to compassionate leave are set out in the table below.

Circumstance	Entitlement (per occasion)
The death of their father, mother (including stepfather and stepmother), guardian, partner (including de facto or same sex), child (including step and foster children).	Maximum of 5 paid shifts.  If a team member does not attend the funeral where it takes place outside of Australia, they will be entitled to payment for 2 shifts. However, if the team member can justify their requirement for additional time, they will be entitled to a maximum of 5 paid shifts.
The death of their grandparent, grandchild, brother, or sister.	Maximum of 3 paid shifts  If a team member does not attend the funeral where it takes place outside of Australia, they will be entitled to payment for 2 shifts. However, if the team member can justify their

	requirement for additional time, they will be entitled to a maximum of 3 paid shifts.
<b>The death of their parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, or daughter-in-law or member of the team member's household.</b>	Maximum of 3 paid shifts.  If a team member does not attend the funeral where it takes place outside of Australia, they will be entitled to payment for 2 shifts. However, if the team member can justify their requirement for additional time, they will be entitled to a maximum of 5 paid shifts.
<b>The death of a former partner (including former de facto partner) or partner from whom the team member is separated.</b>	Maximum of 3 paid shifts.  If a team member does not attend the funeral where it takes place outside of Australia, they will be entitled to payment for 2 shifts. However, if the team member can justify their requirement for additional time, they will be entitled to a maximum of 5 paid shifts.
<b>Where a team member's Immediate Family Member or a member of their household suffers a serious illness or injury.</b>	2 paid shifts for the purposes of spending time with that person (either as a continuous period or single shifts).  This is for each occasion and can be taken at any time while the illness or injury persists.
<b>A child is stillborn, where the child would have been a member of the team member's immediate family, or a member of the team member's household, if the child had been born alive or the team member, or the team member's spouse or de facto partner, has a miscarriage.</b>	Maximum of 2 paid shifts.
<b>Other close relatives not otherwise covered by this clause or the NES, including an aunt or uncle for example.</b>	1 paid shift.

### 36.2 Permanent or Limited Tenure team members required to travel

If a Permanent or Limited Tenure team member attends the funeral of a relative detailed in subclause 36.1 and is required to travel:

- (a) interstate or more than 500 kilometres away from their home (within the same state)— the team member will be entitled to receive an additional 2 unpaid shifts; or
- (b) outside of Australia — the team member will be entitled to receive an additional 2 unpaid weeks.

### 36.3 Entitlement — Casual team members

Where a team member's Immediate Family Member or a member of their household dies or contracts or develops an illness or injury that poses a serious threat to their life, they will be entitled to take 2 shifts of unpaid leave.

### 36.4 Documentation

To receive payment, Permanent or Limited Tenure team members will provide Target with:

- (a) proof of death, illness or injury to the satisfaction of Target; and
- (b) proof of attendance in the case of a funeral outside Australia.

### 36.5 Payment

Compassionate leave will be paid at the Permanent or Limited Tenure team member's Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply.

## 37. PARENTAL LEAVE AND RELATED ENTITLEMENTS

### 37.1 Summary of parental leave entitlements

- (a) Parental leave entitlements in this clause are summarised in the following table:

	Unpaid leave
<b>Primary Caregiver</b>	
More than 12 months' service	Up to 104 weeks
Less than 12 months' service	Up to 52 weeks
Eligible Casual team member	Up to 104 weeks
<b>Secondary Caregiver</b>	
More than 12 months' service	Up to 104 weeks
Less than 12 months' service	Up to 52 weeks
Eligible Casual team member	Up to 104 weeks

- (b) This clause operates in conjunction with the NES provisions relating to parental leave. The NES contain entitlements to parental leave which may be accessed by a team member in conjunction with, instead of or in addition to the entitlements under this clause, subject to the team member meeting any eligibility requirements set by the NES. Such entitlements may include:
- (i) keeping in touch days;
  - (ii) unpaid special maternity leave;
  - (iii) transfer to a safe job;
  - (iv) paid/unpaid no safe job leave;
  - (v) unpaid pre-adoption leave.

### 37.2 Eligible Casual team members

- (a) **Eligible Casual team member** (for parental leave purposes) means a Casual team member who:
- (i) as at the date (or expected date) of birth or placement, has been employed by Target on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
  - (ii) but for the birth or placement, or expected birth or placement, would have a reasonable expectation of continuing employment by Target on a regular and systematic basis.
- (b) An Eligible Casual team member is entitled to 12 months of unpaid parental leave in accordance with the NES.

### 37.3 Entitlement to unpaid parental leave

Team members, including Eligible Casual team members, are entitled to unpaid parental leave in accordance with the NES. The entitlements set out in this clause are supplementary to the entitlement under the NES.

### 37.4 Variation of period of Parental Leave

- (a) Where a team member has originally applied for less than 104 weeks parental leave, the team member may extend their parental leave up to an aggregate of 104 weeks by providing the Company 4 weeks notice (provided they are entitled to 104 weeks in accordance with clause 37.1(a)).
- (b) A team member may shorten their period of leave by agreement with the Company, by giving not less than 4 weeks notice.

### **37.5 Consultation and communication during parental leave**

- (a) Where a team member is on parental leave and a definite decision has been made to introduce significant change at the workplace Target will take reasonable steps to ensure that the team member is included in the processes described in clause 10.1.
- (b) It is the team member's responsibility to notify Target of any change of address or other contact details which might affect the Target's capacity to comply with subclause 37.5(a).
- (c) The team member will take reasonable steps to participate in discussions with Target and to respond to Target's Written documentation about the significant change as indicated in clause 10.1.

### **37.6 Replacement team members**

- (a) Before Target engages a person to replace a team member on parental leave the Target must inform the person of the temporary nature of the employment and of the rights of the team member who is being replaced.
- (b) Limited Tenure team members engaged to replace a parental leave team member may be engaged under a Limited Tenure arrangement for the duration of the period of the parental leave team member's absence, even if that period exceeds 12 months (see also clause 12.5(c)).

### **37.7 Work on a part time basis**

- (a) The following provisions apply to Permanent team members only.
- (b) With the agreement of Target, a team member may elect to work part-time in one or more periods at any time from the date of birth of the child until the child reaches school age, or in relation to adoption, from the date the placed child reaches school age. This agreement includes working fewer hours than their contracted hours for a part time team member.
- (c) The hours and rosters to be worked will be agreed between the Company and the team member.
- (d) Provided that in the event Target does not agree, Target shall advise the team member of the reasons why the proposed reduction in hours is not operationally viable. If such a position is taken Target will discuss further with the team member to try and genuinely reach an arrangement to accommodate the team member's circumstances.
- (e) By agreement, a team member may also work part-time in one or more periods while pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (f) A team member may work part-time in relation to a gradual return to full-time work on return from parental leave until the child (inclusive of an adopted child) reaches school age.

### 37.8 Return to former position

Following any period(s) of part-time employment as provided for in subclause 37.7, a team member has the right to return to their former position.

## 38. PRE-NATAL LEAVE

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### 38.1 Entitlement

- (a) A Permanent or Limited Tenure team member who is pregnant may access personal leave or carer's leave to attend medical appointments associated with their pregnancy.
- (b) A Permanent or Limited Tenure team member whose partner is pregnant may access carer's leave to attend medical appointments with their partner.
- (c) Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.
- (d) Where a team member has exhausted their entitlement to personal/carer's leave, an additional period of up to three shifts of non-cumulative paid pre-natal leave per pregnancy may be accessed for the purposes of attending medical appointments associated with the pregnancy.

### 38.2 Notification

The team member will provide Target with reasonable notice of their requirement to take pre-natal leave.

### 38.3 Documentation

To receive payment, team members may be required to provide Target with proof of attendance at the medical appointments.

### 38.4 Payment

- (a) The actual time taken to attend each appointment will be deducted from the team member's accrued entitlement.
- (b) Pre-natal leave will be paid at the team member's Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply.

## 39. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

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39.1 Target recognises that team members who experience domestic or family violence may need additional support to recover, settle, organise children, attend doctor's appointments, court appointments and related activities. Target will make every reasonable effort to provide such support and will treat such matters with confidentiality. Target commits to providing a workplace that supports the safety and wellbeing of team members who are victims of family and domestic violence, either directly or indirectly.

### 39.2 Definitions

In this clause the following definitions apply.

- (a) **Family and Domestic Violence** means violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and that causes them harm or to be fearful. A central element of family and domestic violence is an ongoing pattern of behaviour aimed at power

and control through fear. It may include physical, sexual, social, emotional or financial abuse / deprivation.

(b) **Family Member** means:

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

(c) A reference to a spouse or de facto partner in the definition of Family Member in clause 39.2(b) includes a former spouse or de facto partner.

### 39.3 Entitlement

Except as otherwise provided for in this Agreement, the entitlement to Family and domestic violence leave is provided for in the NES.

### 39.4 Notification

A team member must give Target notice of the taking of leave under this clause. The notice must be given as soon as practicable (which may be at a time after the leave has started) and the team member must advise Target of the period, or expected period, of the leave.

### 39.5 Documentation

Target may request reasonable supporting documentation, such evidence may, depending on the circumstances, include a document from a medical practitioner, the police, a court or recognised Family and Domestic Violence support service.

### 39.6 Confidentiality

- (a) Target must take steps to ensure the information concerning any notice a team member has given, or evidence a team member has provided is treated confidentially as far as is reasonably practicable to do so. However, nothing in this subclause prevents Target disclosing information provided by a team member if the disclosure is required by on Australian law or is necessary to protect the life, health or safety of the team member or another person.
- (b) As information concerning a team member experiencing Family and Domestic Violence is sensitive and if mishandled could have adverse consequences for the team member, Target should consult with team members regarding the handling of this information.

### 39.7 Taking of other forms of leave

- (a) Permanent or Limited Tenure team members experiencing Family and Domestic Violence may also access paid or unpaid personal leave, carer's leave, annual leave or leave of absence.
- (b) Casual team members experiencing Family and Domestic Violence may also access unpaid personal leave, carer's leave, annual leave or leave of absence.
- (c) Where a team member accesses other forms of leave under this subclause 39.7, such leave will be paid in accordance with the type of leave being taken by the team member.

### 39.8 Other support available

- (a) In order to support and provide a safe work environment to a team member experiencing family or domestic violence Target will consider any reasonable request for:
  - (i) changes to their span of hours or pattern of hours and/or shifts;
  - (ii) job redesign or change of duties;
  - (iii) relocation to a suitable location within the company;
  - (iv) any other appropriate measures including those available under existing provisions for family friendly and flexible working arrangements.
- (b) As each team members need will be different depending upon the situation, Target is committed to working with team members to put in place the right support. Any application or request for support will be approved when the People & Capability Business Partner and/or relevant line manager is satisfied there is a genuine need.

## 40. COMMUNITY SERVICE LEAVE

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40.1 A team member who is engaged in an eligible community service activity is entitled to be absent from work for a period which comprises the time when the team member is engaged in the activity, reasonable travelling time associated with the activity and reasonable rest time immediately following the activity.

40.2 An eligible community service activity is:

- (a) Jury service (see clause 41);
- (b) A voluntary emergency management activity (as defined in the NES); and
- (c) Activities prescribed by the FW Regulations as an eligible community service activity.

40.3 All team members, including Casual team members are eligible for community services leave however, community services leave is unpaid (other than as provided in clauses 41 and 42).

### 40.4 Notice and Evidence

- (a) A team member who wants to take community services leave must provide Target with notice, which must be given as soon as practicable (which may be at a time after the leave has started) by the team member to the team member's manager. The team member must also advise their manager of the period, or the expected period, of the absence.
- (b) If required by Target, a team member who has given notice of the taking of community services leave must give Target evidence that would satisfy a reasonable person that the absence has been or will be because the team member is engaging in an eligible community services activity.

## 41. JURY SERVICE

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### 41.1 Entitlement

Team members will be entitled to time off when required to attend for jury service.

### 41.2 Notification

Team members will provide Target with notice as soon as practicable.



### 41.3 Rostering

All team members attending for jury service (including selection) are not required to attend work on that day. The combination of consecutive jury and work days will not exceed the maximum days provided in clauses 24 and 12.

### 41.4 Documentation

To receive payment, team members will provide Target with:

- (a) proof of their requirement to attend jury service;
- (b) proof of attendance; and
- (c) proof of jury fees received for such service.

### 41.5 Payment

- (a) Permanent or Limited Tenure team members will be paid the difference between jury service fees received and their Base Rate of Pay, plus penalty payments that they would have received for their ordinary rostered hours had they not been on jury service.
- (b) Permanent or Limited Tenure team members required to attend for jury service during annual leave will be entitled to have their annual leave entitlement re-credited, as provided in clause 32.8.
- (c) Casual team members may be entitled to payment, in accordance with the relevant State or Territory legislation.

## 42. EMERGENCY SERVICES LEAVE

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### 42.1 Entitlement

- (a) Permanent, Limited Tenure and Casual team members involved in recognised voluntary emergency services (such as SES and firefighting) will be entitled to time off to attend to emergency management activities.
- (b) Emergency services leave for Permanent or Limited Tenure team members attending emergencies in the local area will not be unreasonably restricted by Target or unreasonably accessed by the team member and shall be limited to a maximum of 3 days per situation.
- (c) Permanent or Limited Tenure team members attending emergencies not in the local area are entitled to a maximum of 2 paid days per annum.
- (d) Target may approve additional paid leave, depending on the seriousness of the emergency (e.g. major bushfire).

### 42.2 Notification

Team members will provide Target with notice as soon as practicable and keep Target informed about the time off needed.

### 42.3 Documentation

To receive payment, Permanent or Limited Tenure team members will provide Target with supporting documentation as evidence of their attendance.

### 42.4 Payment

Payment for Permanent or Limited Tenure team members will be at their Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply.

### **43. BLOOD DONOR LEAVE**

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#### **43.1 Entitlement**

- (a) For the purpose of donating blood, a Permanent or Limited Tenure team member will be entitled to take:
  - (i) a maximum of 2 hours on each occasion; and
  - (ii) a maximum of 4 separate absences each calendar year.
- (b) The absence must be:
  - (i) on a day suitable to Target; and
  - (ii) at a time as close as possible to the start or end of the team member's ordinary rostered hours.

#### **43.2 Notification**

Team members will notify Target of the date and time as soon as possible.

#### **43.3 Documentation**

To receive payment, team members will provide Target with:

- (a) proof of their attendance; and
- (b) proof of the duration of their attendance.

#### **43.4 Payment**

In addition to a team member's Base Rate of Pay a team member will receive the penalty payment(s) and allowances that they would have received for their ordinary rostered hours had they not been on blood donor leave.

### **44. DEFENCE FORCE SERVICE LEAVE**

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#### **44.1 Entitlement**

Team members who are defence reservists will be entitled to be absent from work to undertake all types of defence service.

#### **44.2 Notification**

Team members must provide notice to Target at least 1 month prior to the period of leave. The notice should detail the start and finish dates for training.

#### **44.3 Payment**

- (a) Permanent or Limited Tenure team members who are required to attend Full-time training to prepare for Defence service will be paid the difference between the payment received in respect of their attendance and the team member's Base Rate of Pay for the hours normally rostered to work.

- (b) For other types of defence service Permanent or Limited Tenure team members are entitled to unpaid defence service leave. Casual team members are entitled to unpaid defence service leave.

## **45. NATURAL DISASTER LEAVE**

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### **45.1 Team members leaving work**

A team member will be allowed to leave work where a cyclone warning is announced, or there is a natural disaster (e.g. flooding or bushfires) which:

- (a) poses a genuine threat to a team member's property; or
- (b) creates a need for a team member to care for a member of their household; or
- (c) poses a genuine threat to a team member gaining access to their home (e.g. road closures).

### **45.2 Team members unable to attend**

Where a Permanent or Limited Tenure team member is unable to attend for work as rostered due to a cyclone warning or a natural disaster, the team member may request access to natural disaster leave. Requests will not be unreasonably refused provided that there are no reasonable alternative arrangements which would allow a team member to attend work such as:

- (a) the team member being able to work their rostered shift at an alternative surrounding store; and/or
- (b) alternative transport being available; and/or
- (c) any other reasonable alternative arrangements made by Target.

### **45.3 Payment**

Permanent or Limited Tenure team members are entitled to access up to 3 paid days (pro-rata for Part-time team members) at the team member's Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply. This leave does not accumulate from year to year.

## **46. LEAVE OF ABSENCE**

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46.1 A leave of absence is an approved period of unpaid leave of 1 weeks' duration or more, which can be requested by the team member provided that:

- (a) the maximum period of absence on any one occasion is 12 months;
- (b) all outstanding paid leave entitlements the team member is eligible to apply for are taken prior to the period of absence (unless otherwise agreed); and
- (c) the absence will not break continuity of service.

46.2 Target may approve a leave of absence for reasons including but not limited to:

- (a) studying commitments requiring time to attend exams or participate in annual school holidays;
- (b) travelling overseas or interstate for an extended period;
- (c) to care for an ill or injured close relative; or

(d) returning to study on a Full-time basis.

46.3 During a period of unpaid leave, annual leave, personal/carer's leave and long service leave accruals are frozen.

#### **47. LONG SERVICE LEAVE**

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47.1 Team members employed under the Agreement shall be entitled to long service leave in accordance with the relevant State or Territory legislation.

47.2 In addition, team members eligible for Long Service Leave are entitled, subject to the agreement of Target, to apply for Long Service Leave on the basis of double leave at half pay. Provided that the team member shall not accrue any more leave than they would have had they taken Long Service Leave on normal pay. Such requests shall not be unreasonably refused.

47.3 Team members are able to apply for leave without pay to be taken in conjunction with Long Service Leave in order to extend a period of leave, subject to the provisions of clause 46.

## PART 8 — OTHER MATTERS

### 48. SECURITY GUIDELINES

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#### 48.1 Target's Security Guidelines

Target shall honour the terms of its Security Guidelines, as set out below.

#### 48.2 Investigative interviews with team members

- (a) Target is entitled to question any team member, whether suspected or not, from whom it believes useful information may be obtained in relation to a suspected offence or breach of Target security.
- (b) Caution to be given
  - (i) Before asking questions of a team member as part of an investigative interview, Target shall caution him/her with words to the following effect:

*“You are not obliged to say anything unless you wish to do so, but what you say may be put in writing and given in evidence.”*
  - (ii) After giving the above caution, Target will invite the team member to nominate a witness who is immediately available to attend the investigative interview. Target may postpone the investigative interview for a reasonable period if a witness is not immediately available.
- (c) Witnesses at interviews
  - (i) Target may object to the presence of any particular person as a witness if there is reason to believe they may in some way be involved in the subject matter of the investigation.
  - (ii) A team member's attendance as a witness at an investigative interview shall be on the understanding that they will maintain all matters discussed during the investigative interview as confidential and shall not reveal what has taken place or been said to any person not involved in the investigative interview.
  - (iii) A witness shall not interrupt or frustrate the course of the investigative interview.
- (d) Where an investigative interview involves a team member remaining on premises outside of their working time, this time shall be treated as time worked and paid at the applicable rate for the duration of the investigative interview.
- (e) Presumption of status quo

As a general principle, team members who have been interviewed regarding a suspected offence or breach of Target security should not be transferred to another workplace, have a change of duties or sustain any disciplinary action until the investigation has been completed.

#### 48.3 Security checks of bags, parcels and/or lockers

- (a) Target is entitled to conduct routine security checks of team member bags and/or parcels at points of exit and entry, and/or team member lockers.
- (b) Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or alternatively, unless that team member has given permission for a search to take place in their absence.

- (c) Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member who is immediately available to be present during such proposed search or checks.

#### 48.4 Carrying of cash

Team members involved in the responsibility of carrying cash belonging to Target, to or from a bank or other institution, shall be accompanied at such times by a responsible fellow team member.

### 49. UNION TRAINING LEAVE AND UNION MATTERS

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#### 49.1 Paid Union training leave

- (a) Target will pay a Union Delegate in accordance with the roster they would have worked whilst the Union Delegate is attending a union training course conducted by the Union.
- (b) Each store will provide up to a maximum of 5 days paid leave per store per annum, non-cumulative.
- (c) An additional 5 days Trade Union Training Leave per store will be available for training new delegates where the standard 5 days per store has been exhausted. For the purpose of this subclause, a new delegate shall mean a delegate who has not completed the introductory delegates course but shall not include specific issues training, for example, enterprise bargaining.
- (d) At each store, the maximum number of team members attending a course for the purpose of trade union training leave shall be 2 except where trade union training leave is utilised for the purpose of training on new enterprise agreements where more delegates may be released for this purpose.
- (e) An additional 1 day paid leave per delegate will be provided for training on new enterprise agreements provided that a further 1 day training can be utilised from the 5 days paid leave referred to in subclause 49.1(b).
- (f) In consultation between Target and the Union Branch Secretaries or their representatives, additional paid leave will be provided for training on key legislative changes.
- (g) Each application to attend a training course and receive full pay during the consequent absence must be in Writing and endorsed by either a state or federal official of the Union.
- (h) Target shall not be required to pay the cost of travel to and from the place where such courses are conducted and/or any accommodation costs during such leave.
- (i) On completion of the course the team member shall provide, upon request, proof satisfactory to Target of their attendance at the course.
- (j) Paid union training leave will be paid at the team member's Base Rate of Pay for the hours normally rostered to work. The penalties in clause 27 and the overtime payments in clause 26 do not apply.

#### 49.2 Unpaid Union training leave

- (a) With prior arrangement at store level, a Union Delegate may be released from their employment duties for up to 5 days per calendar year, to participate in Union activities associated with membership recruitment.
- (b) Delegates so released from their duties shall be on leave without pay.

- (c) Target may refuse to grant unpaid leave if it would impact negatively on the operation of the business, provided that requests for unpaid leave shall not be unreasonably refused by the company.
- 49.3 To access Union training leave, at least 4 weeks' notice shall be given to the Store Manager.
- 49.4 Leave granted pursuant to this clause shall count as service for all purposes of the Agreement.
- 49.5 Leave will not be granted during key operational periods, including but not limited to:
  - (a) 15 – 30 November to 31 January; and
  - (b) the fortnight of stocktake; and
  - (c) Easter.
- 49.6 **Union matters**
  - (a) For the duration of the Agreement, Target recognises the Unions as being the Unions that may have representation of team members covered by this Agreement (the SDA nationally except AWU Area of Coverage) and this representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.
  - (b) Target recommends to team members covered by this Agreement wishing to join the appropriate Union, that they be members of the SDA nationally except for AWU Area of Coverage and in that case the AWU (QLD Branch). Team members who do not wish to be members of the union will not have their employment prejudiced in any way by their decision.
  - (c) All new team members covered by the Agreement, shall upon induction, be given an application form to join the Union and any appropriate literature provided by the Union.
  - (d) A Union Delegate shall have the right to discuss work related matters of concern of any team member or to convey information relating to the workplace to team members, provided that the Union Delegate does not unduly interfere with the work in progress, and that they initially follow the disputes resolution process in clause 11.
  - (e) A Union Delegate shall be allowed a reasonable period of time during working hours to interview an authorised official of the Union, provided it does not unnecessarily interrupt the operations of the store.
  - (f) The period of time is expected to be no greater than half an hour. The time spent in discussions between the Union Delegate and the authorised Union official shall be devoted to legitimate union business.
  - (g) The Union Delegate shall not be unreasonably denied access to a telephone to contact the Union official to progress enquires on behalf of a member on work related matters.
  - (h) The Union Delegate shall have the right to place notices on the section of the notice board designated for their use within the store, provided that such notices are authorised by the Union and deal with legitimate union matters.
  - (i) Target shall introduce all new team members to their Union Delegate as soon as is reasonably practicable.

- (j) Target shall provide in each store a notice board (of reasonable dimensions) or section of a notice board, for the display of union notices authorised by the Branch Secretary of the Union.
- (k) Target shall provide the Union with one paid meeting of 30 minutes duration per team member, per store, in each half year, on the following basis:
  - (i) dates, times and format of meetings to be mutually agreed between the Store Manager and the Union;
  - (ii) normal store operations are to be maintained at all times;
  - (iii) meetings are non-cumulative and non-transferable between stores; and
  - (iv) meetings may be linked to meal or rest breaks.

## **50. TRAINING**

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- 50.1 From time to time, Target may direct team members to undertake training and team members will be paid for this time in accordance with this clause.
- 50.2 Training must be undertaken during a team member's shift, unless prior written approval to undertake the training outside of a team member's shift has been given by store management.
- 50.3 If approval to undertake the training outside of a team member's shift has been given, the team member and store management will agree on the day and time when the team member will undertake the training. Where agreement cannot be reached the training will be undertaken during a team member's shift.
- 50.4 Where written approval by store management to undertake training outside a team member's shift is given, team members will be paid for the time spent undertaking the training at the applicable rate. For the avoidance of doubt, shift minimum engagements apply.

## **51. WORKPLACE HEALTH AND SAFETY**

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- 51.1 Target has an obligation to provide a safe and healthy workplace for its team members, contractors and other visitors to our workplaces.
- 51.2 Target will ensure all reasonably practicable measures have been taken to control risks.
- 51.3 Team members need to take reasonable care of their own health and safety and reasonable care not to do anything that could hurt others. Team members will follow Target workplace health and safety policies, reasonable directions and rules, including abiding by safe work practices and the requirements for the reporting of injuries and incidents, including to the relevant manager.
- 51.4 Target, team members and the Union are committed to achieving and maintaining healthy and safe working conditions.
- 51.5 Target shall provide induction and on the job training and refreshers/updates to all team members on Target's health and safety policies and procedures, particular hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards and injuries in the workplace.
- 51.6 As soon as practicable after a decision is made to renovate a store, Target shall notify the relevant workplace health and safety representatives (**HSRs**), all affected team members and the relevant Union for the store.
- 51.7 Target shall take appropriate action to minimise or where possible eliminate any risks to team member health and safety during renovations. Team members shall cooperate with Target's reasonable directions during renovations to minimise risks within the workplace.



- 51.8 Target shall give paid leave to HSRs to attend appropriate workplace health and safety training courses as stipulated in state legislation, and/or as approved by Target and the Union.
- 51.9 Where any significant proposed changes to equipment, substances or work practices may reasonably be expected to affect team member health and safety, Target shall consult with all affected team members and the relevant store's HSRs.
- 51.10 Target shall, where possible, provide hand sanitiser for team member use in stores.
- 51.11 Nothing in this clause is intended to detract from any obligation Target has under any applicable state/territory workplace health and safety laws.

*Shift ending after dark or escorts to cars*

- 51.12 Team members completing their shift at a late time (after dark) may:
- (a) be encouraged to leave the store in the company of other team members to give an element of security through numbers; and
  - (b) regardless of subclause 51.12(a), request an escort to their car after finishing work (such a request will not be unreasonably refused by Target).

**52. ANTI-DISCRIMINATION**

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- 52.1 It is the intention of Target and the Union to assist in the achievement of Part 3-1 of the *Fair Work Act, 2009 (Cth)*, by respecting and valuing diversity of the workforce helping to prevent and eliminate discrimination on the basis of:
- “race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin”.
- 52.2 Accordingly in fulfilling their obligations under the Dispute Resolution procedure in clause 11, Target and the Union shall make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly or indirectly discriminatory in their effects.
- 52.3 Nothing in clause 52 is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is not unlawful under Commonwealth or State anti-discrimination legislation;
  - (b) the payment of different wages for team members who have not reached a particular age, unless proscribed by legislation; and
  - (c) a team member, Target or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction including by application to the Australian Human Rights Commission.

**53. EQUAL EMPLOYMENT OPPORTUNITY/WORKPLACE HARASSMENT**

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- 53.1 It is the intention of Target to comply with all relevant legislation to provide equal opportunity for every team member in all spheres of employment, and an environment in which team members may work without distress or interference caused by harassment, including sexual harassment.
- 53.2 Target also undertakes to periodically review a nationally applicable equal opportunity policy (which includes harassment and sexual harassment) and grievance procedures, in conjunction with the Union.
- 53.3 It is the intention of Target to provide all team members access to the policy and appropriate training in the principles and procedures in relation to equal opportunity (including harassment and sexual harassment).

- 53.4 Target and the Union agree that duly authorised officers of each organisation, or their representatives, shall meet on a 6 monthly basis or more frequently if agreed during the life of the Agreement, to discuss, monitor and review equal opportunity (including harassment and sexual harassment) matters or concerns, in relation to team members covered by this Agreement.

#### **54. ACCIDENT MAKE UP PAY**

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- 54.1 This subclause shall only apply to the state of Victoria.
- 54.2 If following an injury a team member receives compensation under the applicable State legislation, then that compensation payment shall be increased by Target to the amount of the usual weekly rate for the average rostered hours worked by the team member at the time of the accident.
- 54.3 Payment of accident pay will be limited to a maximum of 39 weeks in total.
- 54.4 Accident pay under this clause does not apply in respect of an injury suffered during the first 7 consecutive days (including non-working days) on which the team member is incapacitated.

#### **55. SAVINGS PROVISIONS**

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If a savings provision in clause 1.7 of the *Target Retail Agreement 2012* applied to a team member, they shall continue to receive the benefit of those savings provisions under this Agreement.

**SIGNATORIES TO THIS AGREEMENT**

**Signed for and on behalf of Target Australia Pty Ltd:**

Signature: .....  
Name: .....  
Title: .....  
Address: .....  
Date: .....

Who is duly authorised to sign this Agreement on behalf of Target Australia Pty Ltd.

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

Signature: .....  
Name: .....  
Title: .....  
Address: .....  
Date: .....

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

**Signed for and on behalf of the Australian Workers' Union of Employees, Queensland:**

Signature: .....  
Name: .....  
Title: .....  
Address: .....  
Date: .....

Who is duly authorised to sign this Agreement on behalf of the Australian Workers' Union of Employees, Queensland.

## APPENDIX A — SUPPORTED WAGE

### Team members employed under supported wage

1. This appendix defines the conditions which will apply to team members who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

In this appendix:

2. **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;
3. **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme;
4. **Relevant Minimum Wage** means the minimum wage prescribed in this Agreement for the class of work for which a team member is engaged;
5. **Supported Wage System** (SWS) 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. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au);
6. **SWS Wage Assessment Agreement** means the document in the form required by the Department of Social Services that records the team member's productive capacity and agreed wage rate.

### Eligibility criteria

7. Team members covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the team member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
8. This schedule does not apply to any existing team member who has a claim against Target which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of team members who are injured in the course of their employment.

### Supported wage rates

9. Team members to whom this schedule applies will be paid the applicable percentage of the Relevant Minimum Wage according to the following schedule:

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

10. Provided that the minimum amount payable must be not less than \$95 per week.
11. Where a team member's assessed capacity is 10%, they must receive a high degree of assistance and support.

### **Assessment of capacity**

12. For the purpose of establishing the percentage of the Relevant Minimum Wage, the productive capacity of the team member will be assessed in accordance with the SWS by an Approved Assessor, having consulted Target and the team member and, if the team member so desires, a Union which the team member is eligible to join.
13. All assessments made under this schedule must be documented in an SWS Wage Assessment Agreement, and retained by Target as a time and wages record in accordance with the Act.

### **Lodgement of SWS Wage Assessment agreement**

14. All SWS Wage Assessment Agreements under the conditions of this schedule, including the appropriate percentage of the Relevant Minimum Wage to be paid to the team member, must be lodged by Target with the FWC.
15. All SWS Wage Assessment Agreements must be agreed and signed by the team member and Target parties to the assessment. Where a Union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the FWC to the Union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

### **Review of assessment**

16. The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

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

17. Where an assessment has been made, the applicable percentage will apply to the Relevant Minimum Wage only. Team members covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

### **Workplace adjustment**

18. Target wishing to employ a person under the provisions of this schedule must take reasonable steps to make 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.

### **Trial period**

19. In order for an adequate assessment of the team member's capacity to be made, Target may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
20. During that trial period the assessment of capacity will be undertaken and the percentage of the Relevant Minimum Wage for a continuing employment relationship will be determined.
21. The minimum amount payable to the team member during the trial period must be no less than \$95 per week.
22. Work trials should include induction or training as appropriate to the job being trialled.
23. Where Target 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 paragraphs 12 and 13 of this appendix.