



Bunnings Brisbane Distribution Centre Enterprise Agreement 2024

1.	Title, parties, coverage & term	4
1.1	Title	4
1.2	Parties and Coverage	4
1.3	Term.....	5
2.	Classifications & definitions	5
2.1	Classifications.....	5
2.2	Promotion criteria	6
2.3	Definitions.....	6
3.	Hours of work & rosters.....	7
3.1	Types of employment	7
3.2	Full-time Team Members and rostered days off.....	7
3.3	Part-time Team Members	8
3.4	Casual Team Members	9
3.5	Rosters for new starters.....	9
3.6	Rostering process.....	9
3.7	Changing rosters	9
3.8	Rostering rules	10
3.9	Online training	11
4.	Penalties & overtime	12
4.1	Penalties.....	12
4.2	Overtime.....	13
4.3	Time off instead of payment for overtime	14
4.4	Reasonable overtime.....	15
5.	Flexibility	16
5.1	Flexible working arrangements	16
5.2	Individual flexibility arrangements (IFAs).....	17
6.	Allowances & uniforms.....	18
6.1	Meal allowance.....	18
6.2	Transport allowance	18
6.3	First aid allowance	18

6.4	Transfer to another site.....	18
6.5	Uniforms	18
6.6	Supply of Tools.....	19
7.	Public holidays.....	20
7.1	Recognised public holidays	20
7.2	Recreation Day.....	20
7.3	Additional public holidays	20
7.4	Rostering on public holidays	20
7.5	Work on public holidays.....	21
7.6	Payment for absence on public holiday.....	21
7.7	Rostering on New Year's Eve and Christmas Eve	21
8.	Breaks.....	22
8.1	Entitlement to breaks	22
8.2	Timing of breaks	22
9.	Wages	23
9.1	Payment of wages	23
9.2	Minimum wages.....	23
9.3	Junior rates.....	23
9.4	Higher duties	23
9.5	Superannuation	24
10.	Leave.....	25
10.1	Paid leave for part-time Team Members	25
10.2	Annual leave.....	25
10.3	Personal/carer's leave	26
10.4	Unpaid carer's leave	27
10.5	Family and domestic violence leave	27
10.6	Compassionate leave	27
10.7	Jury service leave.....	28
10.8	Parental leave.....	29
10.9	Long service leave.....	29
10.10	Blood donor leave.....	29
10.11	Australian Defence Force Reserve service leave.....	29
10.12	Emergency services leave	30
11.	Probation, termination & redundancy.....	31
11.1	Probation	31
11.2	Notice of termination.....	31
11.3	Deduction from termination pay	32
11.4	Standing down of team members	32

11.5	Redundancy	32
12.	Health & safety	34
12.1	Commitment to health and safety	34
12.2	Health and safety committees.....	34
12.3	Protective Clothing.....	34
12.4	Damage to clothing and other items	35
12.5	Accident pay	35
13.	Unions.....	36
13.1	Union delegates.....	36
13.2	Union fees	36
14.	Consultation	36
15.	Dispute resolution procedure.....	36
16.	Supported wage arrangements	37
	Appendix	38
1.	Supported wage arrangements	38
2.	Individual flexibility arrangements (IFAs).....	40
3.	Family & domestic violence leave.....	42
4.	Flexible purchased leave	44
5.	Consultation	45
6.	Accident pay.....	47

1. Title, parties, coverage & term

1.1 Title

This Agreement is to be known as the Bunnings Brisbane Distribution Centre Enterprise Agreement 2024 (**Agreement**).

1.2 Parties and Coverage

- (a) The Agreement is made between:
 - (i) Bunnings Group Limited (ABN 26 008 672 179) trading as Bunnings Warehouse (**Bunnings**); and
 - (ii) all persons employed in Bunnings' Distribution Centres located in the Brisbane Metropolitan area whose classifications are set out in clause 2.1 (**Team Members**).
- (b) The Agreement covers:
 - (i) The Parties; and
 - (ii) The United Workers Union (**UWU**), subject to the requirements of section 201(2) of the *Fair Work Act 2009* (Cth) (**Act**) being met.
- (c) The Agreement will replace any State and Federal awards and agreements which would otherwise apply to the Team Members covered by the Agreement.
- (d) The Agreement will be read and interpreted in conjunction with the National Employment Standards in the Act (**NES**). Where there is inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (e) For the avoidance of doubt, this Agreement will not apply to leadership positions including the following:
 - (i) Site Manager;
 - (ii) Operations Manager;
 - (iii) Coordinator; and
 - (iv) Future Leader

1.3 Term

- (a) This Agreement:
- (i) commences at the start of the first full 4-Week Roster Cycle that commences after the date the Agreement is approved, or where that date is a public holiday, the start of the next full 4-Week Roster Cycle; and
 - (ii) has its nominal expiry date on 30 June 2027.
- (b) The Agreement will not be varied before its nominal expiry date except as provided for in the Act. The Parties and the UWU will not make any bargaining claims about the Agreement before its nominal expiry date.
- (c) It is Bunnings' intention to meet with bargaining representatives at least 3 months before the expiry of the Agreement to discuss bargaining for a new agreement.

2. Classifications & definitions

2.1 Classifications

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

Classification	Position and Duties (not exhaustive)
Grade 1	New Starter — a Grade 2 Team Member in their first 6 months.
Grade 2	Team Member — a Team Member working under general supervision and responsible for the quality of their own work, who is required to perform any combination of the following tasks: • pick packing • stock replenishment • clerical and administrative duties (up to and including reports) • incidental cleaning • housekeeping and waste • operation of powered equipment (including pallet ride-ons and strapping equipment) • operation of a forklift • receipt and despatch of goods • customer service, and • delivering products to a customer.
Grade 3	Senior Team Member — a Team Member formally appointed to the position of Senior Team Member, who in addition to the duties of a Grade 2 Team Member is regularly required to: • utilise expertise and technical knowledge across a broad range of functions and departments;

	• provide formal training to, and assist with the supervision of, Grade 1 and Grade 2 Team Members, and • assist Grade 4 Team Leaders with operational requirements.
Grade 4	Team Leader — a Team Member formally appointed to the position of Team Leader who, in addition to the duties of a Grade 3 Senior Team Member is regularly required to: • provide supervision, formal training, coaching and development to Grade 1 to 3 Team Members, and • assist their distribution centre's leadership team with operational requirements including duty leadership (which may include being a key holder).

- (b) On commencement of this Agreement, Team Members' existing classifications will not be lowered as a result of the introduction of clause 2.1(a).

2.2 Promotion criteria

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

2.3 Definitions

- (a) **Appendix** means the appendix annexed to the Agreement.
- (b) **FWC** means the Fair Work Commission.
- (c) **Ordinary time rate of pay** means a Team Member's minimum weekly wages (excluding any loadings, penalties or premiums), divided by their contracted hours.
- (d) **Payroll Week** means a week commencing on Monday and ending on Sunday.
- (e) **Service** means the period a Team Member is employed with Bunnings, including any period of unpaid stand down as per s22 of the Act, excluding unauthorised absences, unpaid leave or unpaid authorised absences (other than community services leave). The excluded periods do not break continuity of service but do not count as service, subject to clause 10.9 (long service leave).
- (f) **Span of Ordinary Hours** means ordinary hours:
- on Monday to Friday, between 5:00am and 11:30pm; and
 - on Saturday and Sunday, between 5:00am and 6:00pm.
- (g) **4-Week Roster Cycle** means fixed periods comprising 4 Payroll Weeks.

3. Hours of work & rosters

3.1 Types of employment

- (a) Team Members may be engaged on a full-time, part-time or casual basis.
- (b) Hours of work for full-time and part-time Team Members are an agreed number averaged over a 4-Week Roster Cycle as follows:

Engagement	Average weekly hours	Hours over 4-Week Roster Cycle
Full-time	38	152
Part-time	Minimum of 10 and less than 38.	Minimum of 40 and less than 152.

3.2 Full-time Team Members and rostered days off

- (a) Full-time Team Members will be engaged to work 152 ordinary hours per 4-Week Roster Cycle.

Rostered Days Off

- (b) Full-time Team Members will be engaged to work 152 ordinary hours over 19 days in a 4-Week Roster Cycle so that they have a Rostered Day Off (**RDO**), unless an agreement between Bunnings and a Team Member exists to the contrary.
- (c) The RDO will be rostered by Bunnings in accordance with clauses 3.6 to 3.8 of this Agreement.
- (d) A Team Member may request that the RDO be substituted for another day the Team Member is rostered to work within the 4-Week Roster Cycle and Bunnings will not unreasonably refuse that request subject to operational requirements.
- (e) A Team Member will accrue 1 RDO credit in any of the following circumstances:
 - (i) where a Team Member works an 8 hour shift on their RDO (such that they work 160 ordinary hours over 20 days in a 4-Week Roster Cycle). That 8 hour shift will not be considered overtime;
 - (ii) where a public holiday falls on a Team Member's RDO and they do not work on that day; or
 - (iii) where a public holiday falls on a Team Member's RDO and the Team Member works an 8 hour shift on that day. That 8 hour shift will not be considered overtime and the Team Member will be paid public holiday penalties in accordance with clause 7.5(a).
- (f) RDO credits accrue in full, and only, on the dates on which the occasions set out at clause 3.2(e) arise. Work not resulting in the accrual of a full RDO credit (for example, ordinary hours above 152, but less than 160, over a 4-Week Roster Cycle) do not accrue any RDO credit and will be subject to clause 4.2(a) (for example, work of 155 hours over a 4-Week Roster by a full-time Team Member will be regarded as overtime and paid in accordance with clause 4.2(a)).
- (g) RDO credits can be accessed in either of the following ways:

- (i) on 2 occasions in 1 calendar year, the Team Member can request to have 8 hours added to their annual leave balance in respect of each RDO credit; or
- (ii) Bunnings will roster the Team Member with a paid 8 hour day off in respect of each RDO credit in the next 4-Week Roster Cycle (such that the Team Member works 144 hours over 18 days in that cycle and is paid for 152 hours). A Team Member may request that the paid day off be substituted for another day the Team Member is rostered to work within the 4-Week Roster Cycle.

Bunnings will not unreasonably refuse a Team Members' request subject to operational requirements.

- (h) RDO credits not accessed by 31 December of each year (or on the termination of a Team Member's employment) will be paid out in the next pay cycle at the rate of 150% of the Team Member's ordinary time rate of pay with each RDO credit being equal to 8 hours' pay.

3.3 Part-time Team Members

- (a) Part-time Team Members will be engaged to work an agreed number of ordinary hours averaged over a 4-Week Roster Cycle.
- (b) Part-time Team Members may request a change to their ordinary hours. Such a request will be granted providing it does not interfere with Bunnings' operational requirements.
- (c) Flex-up
 - (i) A part-time Team Member's ordinary hours may be increased by agreement on a temporary basis (flex-up hours) to up to 48 hours in any given Payroll Week (provided that less than 152 hours are worked in the 4-Week Roster Cycle).
 - (ii) The flex-up hours shall accrue annual leave and personal leave on a pro rata basis.
 - (iii) Under this clause a Part-time Team Member may provide consent to work additional hours.
- (d) Consent to work additional hours
 - (i) A part-time Team Member can provide written consent (including by electronic means) to Bunnings to work additional hours (or part-thereof) at their ordinary time rate of pay plus any applicable penalty rate in accordance with clause 4.1. The consent may be varied or revoked by the Team Member without notice at any time and will take effect from the beginning of the next full roster cycle or as otherwise agreed.
 - (ii) Providing consent under this clause does not require a Team Member to accept any additional hours (or part-thereof) that are offered to them.
 - (iii) Where a Team Member has been offered any additional hours, the Team Member must accept or reject the additional hours as soon as practicable.

3.4 Casual Team Members

- (a) The engagement of a casual Team Member will commence at the start of each shift for which the casual is engaged and will terminate at the end of that shift. Casual Team Members will be paid a loading of 25% of their ordinary time rate of pay. This loading is in lieu of all entitlements that full-time and part-time Team Members receive under the NES (except where otherwise provided for in the Agreement).
- (b) Casual Team Members may request that their employment be converted to a permanent position in accordance with the National Employment Standards.
- (c) Casual Team Members may work a maximum of 152 hours per 4-Week Roster Cycle.

3.5 Rosters for new starters

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

3.6 Rostering process

- (a) Rosters will be issued (which may be via electronic means) for a 4-Week Roster Cycle at least 2 weeks in advance. Rosters will show daily starting and finishing times and the number of ordinary hours rostered for the 4-Week Roster Cycle.
- (b) Rosters for ordinary hours of work will be issued in accordance with operational requirements (which include having Team Members with the right skills working at the right times) and rosters will be set by agreement wherever possible. In setting rosters, Bunnings will use its best endeavours to:
 - (i) accommodate Team Members' family and caring responsibilities, significant commitments outside of work (including sporting, religious and study commitments) and access to safe transport home; and
 - (ii) ensure fairness in the rostering of all Team Members.

3.7 Changing rosters

- (a) Rosters of full-time and part-time Team Members may be varied by Bunnings with 7 days' notice or at any time by agreement. Should a full-time or part-time Team Member disagree with the roster change they will be given a minimum of 14 days' notice (instead of 7 days' notice).
- (b) Rosters for casual Team Members may be changed at any time, save that where a casual Team Member receives less than one hour's notice that a rostered shift is being cancelled, the casual Team Member will be paid for a minimum of 4 hours' work.
- (c) Bunnings will consult with any full-time and part-time Team Members affected by the proposed changes and their representatives (if any).
- (d) For the purpose of consulting as specified in this clause:

- (i) Bunnings must provide the Team Member (and any representative) information about the proposed change (for example, electronic notification about the nature of the change and when it is to begin); and
 - (ii) as soon as practicable the Team Member must either accept the change or elect to meet to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities). The Team Member is welcome to bring their representative (if any) to the meeting to give their views about that impact. The Team Member must provide all relevant information and alternative availability so that operational needs and personal requirements can reasonably be met.
- (e) Bunnings will consider any views given by the Team Member and their representative (if any).
- (f) This clause is to be read in conjunction with any other provisions of the Agreement concerning the scheduling of work or the giving of notice.

3.8 Rostering rules

- (a) Team Members may be rostered to work within the Span of Ordinary Hours or otherwise by agreement.
- (b) Hours of work may be rostered subject to the following restrictions (exclusive of meal breaks):

Restrictions	Full-time	Part-time	Casual
Maximum rostered ordinary hours per shift	9.5	9.5	9.5
Maximum number of shifts commencing on 1 day	1	1	1
Minimum rostered ordinary hours per shift	5	3	4
Maximum consecutive days	6	6	6
Maximum days in a Payroll Week	6	6	6
Maximum hours in a Payroll Week	48	38	38
Maximum shifts per 4-Week Roster Cycle	19	20	20
Minimum number of consecutive days off in a fortnight comprising 2 Payroll Weeks	2	2	2

- (c) Notwithstanding the restrictions set out in clause 3.8(b):
- (i) Team Members can be rostered to work up to 10.5 ordinary hours on 2 days per Payroll Week;
 - (ii) where a full-time or part-time Team Member is rostered to work 6 days in a Payroll Week, they will not be rostered to work more than 4 days in the next Payroll Week (unless by agreement); and
 - (iii) a part-time Team Member may work up to 48 ordinary hours in a Payroll Week where their ordinary hours increase pursuant to clause 3.3(c); and
 - (iv) a full-time Team Member may agree to work 20 days per 4-Week Roster Cycle.

3.9 Online training

- (a) Training will generally be scheduled during a Team Member's ordinary hours of work.
- (b) Bunnings will provide facilities to Team Members to complete training at work. By agreement a Team Member may complete online training, relevant to their position, on their own device away from work at a time that suits them. Such training will:
 - (i) be paid at their ordinary time rate of pay;
 - (ii) not trigger overtime or penalties;
 - (iii) not constitute an additional start; and

be paid for a duration agreed between Bunnings and each Team Member (having regard to the time it will take the Team Member to perform the training). Where Bunnings and a Team Member cannot agree on that duration, the training will be scheduled during rostered hours.

4. Penalties & overtime

4.1 Penalties

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

Shift	Definition	Full-time and part-time	Casual (inclusive of 25% casual loading)
Day Shift	Shift is worked within the following span: 5:00am – 6:00pm.	0	25%
Afternoon Shift	Shift finishing after 6:00pm and on or before midnight.	15%	40%
Night Shift	a. Shift finishes after midnight and on or before 7:30am; or b. Shift starts between midnight and before 4:00am.	35%	60%
Saturday	All hours worked between midnight Friday and midnight Saturday.	50%	75%
Sunday	All hours worked between midnight Saturday and midnight Sunday.	100%	125%

- (b) Where, during Monday to Friday, a Team Member is required to start work on or after 4:00am, the shift will be paid as a Day Shift, save that the Team Member will be paid the Night Shift loading for all time worked before 5:00am.
- (c) For the duration of this Agreement, afternoon and night shift team members will not be rostered to work a shift commencing at 9am and finishing at 6pm.
- (d) Team Members who work Day Shifts will not be required to work Afternoon Shifts, without their agreement. Bunnings will call for volunteers to work the Afternoon Shift or specifically engage Team Members for this purpose. Team Members will not be discriminated against in any way for not volunteering to work an Afternoon Shift.
- (e) Where a Team Member is engaged to perform Night Shift on a temporary basis, at the conclusion of that engagement and subject to unforeseeable operational changes, the Team Member will be entitled to return to:
- the position they held (including the shift ordinarily worked) prior to the transfer, with no reduction in their previously held contracted hours; or
 - if that position no longer exists, an available position suitable for the Team Member, having regard to their personal circumstances.

Prior to engaging the Team Member on a temporary basis under clause 4.1(e), Bunnings will consult with the Team Member around whether it is foreseeable that their current position will not exist at the conclusion of the temporary engagement.

- (f) For the avoidance of doubt, weekend penalties are in substitution for and not cumulative upon any shift penalties.

e.g. a shift for a full-time or part-time Team Member starting at 11:00pm on a Friday and finishing at 7:00am on a Saturday will attract a Night Shift loading of 35% loading for the first hour and a 50% loading for the remaining hours that fall on the Saturday.

- (g) The hours worked pursuant to this clause 4.1 are ordinary hours and not overtime, meaning that they are subject to clause 9.5 (superannuation) and accrue annual and personal/carer's leave.

4.2 Overtime

- (a) With the exception of work resulting in RDO credits pursuant to clause 3.20, the following work will be regarded as overtime and paid in accordance with this clause:

- (i) work by a full-time Team Member in excess of 152 ordinary hours in a 4-Week Roster Cycle;
- (ii) work by a full-time Team Member in excess of 48 ordinary hours in any 1 Payroll Week;
- (iii) work by a part-time (subject to 4.2(a)(iv)) or casual Team Member in excess of 38 ordinary hours in any 1 Payroll Week,
- (iv) where a part-time Team Member's hours have been increased in accordance with clause 3.3(c)—work by that Team Member in excess of 48 ordinary hours in any 1 Payroll Week or 152 ordinary hours over a 4-Week Roster Cycle;
- (v) work by a Team Member in excess of 9.5 ordinary hours per shift, provided that Team Members can work up to 10.5 ordinary hours per shift on 2 occasions per Payroll Week;
- (vi) work by a Team Member in excess of 6 days in a Payroll Week;
- (vii) where a Team Member does not agree but is required to work additional hours above their contracted hours;
- (viii) where a Team Member is required to work without receiving a break of 10 consecutive hours between rostered shifts;
- (ix) work by a Team Member in excess of 2 consecutive days off in a fortnight comprising 2 Payroll Weeks;
- (x) where a full-time or part-time Team Member is rostered to work 6 days in a Payroll Week, and is rostered to work more than 4 days in the next Payroll Week (unless by agreement);
- (xi) where a Team Member commences a shift on any one day and commences another shift on the same day, the work during that subsequent shift; and
- (xii) where a Team Member is required to work on more than 20 days in a 4-Week Roster Cycle.

- (b) The overtime rate for all Team Members for overtime work performed between Monday and Saturday is time and half for the first 2 hours and double time thereafter.
- (c) The overtime rate for all Team Members for overtime work performed on a Sunday is double time.
- (d) The overtime rate for all Team Members for overtime work performed on a public holiday is double time and a half.
- (e) Overtime is calculated daily on a Team Member's ordinary time rate of pay and the overtime rate is in substitution for any other penalty, loading or premium payable, including, without limitation, the casual loading of 25%.
- (f) Work outside the Span of Ordinary Hours, will receive the applicable penalties set out in subclause 4.1(a) and is not overtime.
- (g) Wherever possible overtime will be offered to all Team Members with the appropriate skills, on an equitable basis.

4.3 Time off instead of payment for overtime

- (a) A full-time or part-time Team Member and Bunnings 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) Any amount of overtime that has been worked by a Team Member in a particular pay period and that is to be taken as time off instead of the Team Member being paid for it must be the subject of a separate agreement under clause 4.3.
- (c) The agreement must state each of the following:
 - (i) the number of overtime hours to which it applies and when those hours were worked;
 - (ii) that Bunnings and the Team Member agree that the Team Member may take time off instead of being paid for the overtime;
 - (iii) that, if the Team Member requests at any time, Bunnings must pay the Team Member for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - (iv) that any payment mentioned in subclause 4.3(c)(iii) must be made in the next pay period following the request.
- (d) An agreement under clause 4.3 can also be made by an exchange of emails between the Team Member and Bunnings, or by other electronic means.
- (e) 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 clause 4.3 a Team Member who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (f) Time off must be taken:

- (i) within the period of 1 month after the overtime is worked; and
 - (ii) at a time or times within that period of 1 month agreed by the Team Member and Bunnings.
- (g) If time off for overtime that has been worked is not taken within the period of 1 month mentioned in subclause 4.3(f), Bunnings must pay the Team Member for the overtime, in the next pay period following that 1 month, at the overtime rate applicable to the overtime when worked.
- (h) If the Team Member requests at any time, to be paid for overtime covered by an agreement under clause 4.3 but not taken as time off, Bunnings 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.
- (i) Bunnings must keep a copy of any agreement under clause 4.3 as a Team Member record.
- (j) Bunnings 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.
- (k) A Team Member may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Bunnings and the Team Member, instead of being paid for overtime worked by the Team Member. If Bunnings agrees to the request then clause 4.3 will apply, including the requirement for separate written agreements under subclause 4.3(b) for overtime that has been worked.
- (l) If, on the termination of the Team Member's employment, time off for overtime worked by the Team Member to which clause 4.3 applies has not been taken, Bunnings must pay the Team Member for the overtime at the overtime rate applicable to the overtime when worked.

4.4 Reasonable overtime

- (a) Bunnings may require a Team Member to work reasonable overtime hours at overtime rates.
- (b) A Team Member may refuse to work overtime hours if they are unreasonable.
- (c) In determining whether overtime hours are reasonable or unreasonable for the purposes of this Agreement, the following must be considered:
 - (i) any risk to Team Member health and safety from working the additional hours;
 - (ii) the Team Member's personal circumstances, including family responsibilities;
 - (iii) the needs of Bunnings' workplace;
 - (iv) whether the Team Member is entitled to receive overtime payments, incentive rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

- (v) any notice given by Bunnings of any request or requirement to work the additional hours;
 - (vi) any notice given by the Team Member of their intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry;
 - (viii) the nature of the Team Member's role, and the Team Member's level of responsibility;
 - (ix) whether the Team Member's ordinary hours are averaged over a period; and
 - (x) any other relevant matter.
- (d) This clause is subject to section 62 of the Act.

5. Flexibility

5.1 Flexible working arrangements

- (a) A Team Member may request a temporary or permanent change in working arrangements where they:
- (i) are pregnant;
 - (ii) are a parent, or have responsibility for the care of a child, who is of school age or younger;
 - (iii) have carer responsibilities of a person who has a disability, medical condition, mental illness, or is frail and aged;
 - (iv) have a disability;
 - (v) are 55 or older; or
 - (vi) are experiencing family or domestic violence or caring/supporting a member of their immediate family, or a member of their household, who requires care or support because the member is experiencing family and domestic violence.
- (b) A Team Member returning from parental leave may request to reduce their hours on a temporary or permanent basis.
- (c) A request under subclause 5.1(a) or 5.1(b) must be in writing, setting out the details of the change sought and the reasons for the change. Bunnings must respond to the request within 21 days and may only refuse the request on reasonable business grounds, within the meaning of the Act.
- (d) Before responding to a request made by a Team Member under this clause, Bunnings must discuss the request with the Team Member and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Team Member's circumstances having regard to:

- (i) the needs of the Team Member arising from their circumstances;
 - (ii) the consequences for the Team Member if changes in working arrangements are not made; and
 - (iii) any reasonable business grounds for refusing the request.
- (e) Where Bunnings refuses a Team Member's request under this clause:
 - (i) the written response must include details of the reasons for the refusal; and
 - (ii) set out Bunnings' particular business grounds for refusing the request; and
 - (iii) explain how those grounds apply to the request; and
 - (iv) either:
 - (A) set out the changes (other than the requested change) in the Team Member's working arrangements that would accommodate, to any extent, the circumstances that apply to the Team Member and that Bunnings would be willing to make; or
 - (B) state that there are no such changes.
- (f) If Bunnings and the Team Member could not agree on a change in working arrangements under clause 5.1(d), the written response must:
 - (i) state whether or not there are any changes in working arrangements that Bunnings can offer the Team Member so as to better accommodate the Team Member's circumstances; and
 - (ii) if Bunnings can offer the Team Member such changes in working arrangements, set out those changes in working arrangements.
- (g) If Bunnings and the Team Member reach an agreement under clause 5.1(d) on a change in working arrangements that differs from that initially requested by Team Member, Bunnings must provide the Team Member with a written response to their request setting out the agreed change(s) in working arrangements.
- (h) Disputes about whether Bunnings has discussed the request with the Team Member and responded to the request in the way required under this clause can be dealt with in accordance with the dispute resolution procedure set out in clause 15.

5.2 Individual flexibility arrangements (IFAs)

Bunnings and a Team Member may make an individual flexibility arrangement (IFA) in accordance with item 2 of the Appendix.

6. Allowances & uniforms

6.1 Meal allowance

- (a) A Team Member that works more than 1 hour of overtime after the Team Member's ordinary time of ending work, without being notified the day prior, will be either provided with a meal or paid a meal allowance of \$19.61. Where such overtime work exceeds 5 hours a further meal allowance of \$19.61 will be paid.
- (b) No meal allowance will be payable where a Team Member could reasonably return home for a meal within the period allowed.
- (c) If the amount of the meal allowance provided for in the *Storage Services and Wholesale Award 2020* increases above \$19.61, that higher amount will apply to this clause.

6.2 Transport allowance

Where Bunnings requires a Team Member to use their personal motor vehicle in the performance of their duties the Team Member will be paid an allowance of 86 cents per kilometre travelled (**Transport Allowance**).

6.3 First aid allowance

- (a) A first-aid allowance of \$21.30 is payable (excluding whilst the Team Member is on any form of leave) to a Team Member who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John's Ambulance or similar body. The allowance is a full time equivalent weekly allowance and will only be paid if the Team Member is appointed by Bunnings to perform first aid duty.
- (b) If the amount of the first-aid allowance provided for in the *Storage Services and Wholesale Award 2020* increases above \$21.30, that higher amount will apply to this clause.

6.4 Transfer to another site

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

6.5 Uniforms

- (a) Bunnings takes great pride in its professionalism and superior product and service. An extension of Bunnings' professionalism is the requirement that Team Members must always present themselves in a neat, tidy and business-like manner.

- (b) Bunnings will provide appropriate clothing (e.g. polo shirts, sweater and bomber jacket) to Team Members on commencement of employment. Such items must be worn whilst at work and replaced on a fair wear and tear basis.

6.6 Supply of Tools

- (a) Bunnings will provide Team Members with all necessary tools, implements, measuring instruments and plant to carry out their duties.
- (b) The Team Member shall replace or pay for any tool etc. so provided which is lost, wilfully damaged or destroyed through the Team Member's negligence.

7. Public holidays

7.1 Recognised public holidays

Full-time and part-time Team Members are entitled to the following public holidays

- | | |
|-------------------------------|--|
| (a) New Year's Day | (b) Labour Day (8 hour day) |
| (c) Australia Day | (d) King's Birthday |
| (e) Good Friday | (f) Brisbane Exhibition Day |
| (g) The day after Good Friday | (h) Christmas Eve (24 December 6pm – midnight) |
| (i) Easter Sunday | (j) Christmas Day |
| (k) Easter Monday | (l) Boxing Day |
| (m) Anzac Day | |

7.2 Recreation Day

- (a) Each full-time and part-time Team Member with at least 6 months' Service will be entitled to an additional day per calendar year which is to be known as their Recreation Day. This day:
 - (i) is non-cumulative from year to year;
 - (ii) is an additional paid day off with additional penalty rates having no application; and
 - (iii) is to be taken at a time mutually agreed by the Team Member and Bunnings. Such agreement should be confirmed at least 28 days in advance of the day being taken unless agreed otherwise. A Team Members request for this day shall not be unreasonably refused by Bunnings.

7.3 Additional public holidays

Where a public holiday is declared or prescribed on any other days in the region in which this Agreement applies, these days shall constitute additional public holidays for the relevant Team Members, provided any additional full days proclaimed as a public holiday falling on a weekday and that did not exist as at the commencement date of this Agreement, will replace the Recreation Day provided by clause 7.2 above.

7.4 Rostering on public holidays

A Team Member may be rostered to work on a public holiday if they volunteer to work on that public holiday.

7.5 Work on public holidays

- (a) Where a Team Member performs work on a day or part day that is a public holiday, they will receive the following loadings calculated on a Team Member's ordinary time rate of pay:
 - (i) full-time and part-time Team Members, 150%; and
 - (ii) casual Team Members, 175% (inclusive of the casual loading).
- (b) The loading paid for work on public holidays is only paid on actual hours worked and is in substitution for any other penalty, loading or premium payable.

7.6 Payment for absence on public holiday

- (a) Where a full-time or part-time Team Member is absent from work on a day or part-day that is a public holiday, Bunnings will pay the Team Member for their ordinary hours of work on that day or part day at their ordinary time rate of pay. For example, if a part-day public holiday is declared from 6pm to midnight, Team Members who are absent will be paid for the portion of their regular shift that falls within the hours 6pm to midnight.
- (b) For the purpose of this clause, a full-time or part-time Team Member has ordinary hours of work on a day or part-day if they are regularly rostered to work on that day or part-day.
- (c) Where a Team Member's rostered days have varied over the 12 weeks prior to the public holiday, a Team Member will be considered to have been regularly rostered to work on a day if during that period the Team Member worked at least 7 out of 12 of those days.
- (d) A Team Member who fails to attend for a rostered shift on the day before or the day after any Public Holiday shall be required to provide a medical certificate.

7.7 Rostering on New Year's Eve and Christmas Eve

- (a) Work after 6pm on New Year's Eve and Christmas Eve is voluntary subject to the following:
 - (i) Bunnings will ask Team Members to notify it of their preference not to work at those times at least 4 weeks prior to the day;
 - (ii) at that time Team Members will be informed that work at those times is voluntary;
 - (iii) if Bunnings has insufficient Team Members to work at those times it will firstly seek volunteer replacements at least 14 days prior to the day;
 - (iv) if Bunnings does not have a sufficient number of Team Members to meet its operational requirements it is entitled to roster Team Members their normal roster; and
 - (v) no full-time or part-time Team Member will be rostered less than their contracted hours over a 4-Week Roster Cycle as a result of this clause.

8. Breaks

8.1 Entitlement to breaks

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

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

- (b) Where a Team Member works overtime refer to clause 6.1 to determine appropriate meal allowances.
- (c) Meal breaks for Team Members working Afternoon Shift or Night Shift are paid breaks of 30 minutes.
- (d) Team Members may request to combine their rest breaks which will not be unreasonably refused subject to operational requirements.

8.2 Timing of breaks

Except by agreement:

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

9. Wages

9.1 Payment of wages

- (a) All wages will be paid on a fortnightly basis by Electronic Funds Transfer (**EFT**) no later than 4 days following the completion of a fortnight (comprising 2 Payroll Weeks) in which the wages were earned. Full-time and part-time Team Members will receive payment for their average weekly hours (including any penalties), overtime hours and allowances, less any leave or absence without pay, in their fortnightly pay.
- (b) Prior to the commencement of employment, each prospective Team Member must nominate a bank account into which their wages will be paid so as to enable Bunnings to pay the prospective Team Member's wages by EFT.
- (c) Bunnings will give Team Members access to a pay slip, in accordance with the Act, within one working day of the date they are paid. Bunnings will on request provide Team Members with access to on-site printing facilities should they wish to print a copy of their pay slips.

9.2 Minimum wages

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

Classification	Current	1 July 2024	1 July 2025	1 July 2026
Grade 1	\$1,181.78	\$1,238.51	\$1,278.76	\$1,317.12
Grade 2	\$1,212.09	\$1,270.27	\$1,311.55	\$1,350.90
Grade 3	\$1,272.69	\$1,333.78	\$1,377.13	\$1,418.44
Grade 4	\$1,302.99	\$1,397.33	\$1,442.74	\$1,486.02

9.3 Junior rates

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

Age	Percentage
16 and under	60%
17	70%

- (b) Junior rates will not apply to Grade 3 and Grade 4 Team Members.
- (c) Junior Team Members are required to provide their leader with their school terms each year and provide updated school terms where they change schools during a school year and must ensure that they arrange for safe transport home.

9.4 Higher duties

- (a) Where a Team Member is put to work temporarily at a classification higher than that under which the Team Member was engaged or deemed to be working, the Team Member shall be paid as follows:
 - (i) between 1 to 2 hours on any one day—the rate prescribed for such higher classification;

- (ii) over 2 hours on any one day—a full day's pay at the rate prescribed for such higher classification; or
 - (iii) over 16 hours in any one Payroll Week—a full week's pay at the rate prescribed for such higher classification.
- (b) A Team Member shall not suffer any reduction in wages during any week by reason of having been put to work for a part of such week at a classification lower than that under which the Team Member was engaged or deemed to be working.

9.5 Superannuation

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

10. Leave

10.1 Paid leave for part-time Team Members

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

10.2 Annual leave

- (a) A full-time Team Member is entitled to 4 weeks' paid annual leave per year of service. Annual leave is paid at a Team Member's ordinary time rate of pay for their ordinary hours work during the period plus annual leave loading the of 17.5% or where the Team Member would have been rostered to work Night Shifts during the period, the Night Shift loading.
- (b) Paid annual leave accrues progressively during a year of service according to the Team Member's ordinary hours of work and accumulates from year to year.
- (c) Annual leave may be taken for a period agreed between the Team Member and Bunnings. Requests for annual leave by a Team Member will not be unreasonably refused by Bunnings. Bunnings will give consideration to Team Member's preference to take annual leave at a time that coincides with leave taken by their spouse or partner. The intention is for Team Members to take their leave in one continuous block or some lesser period as agreed with Bunnings. Save for unforeseen circumstances Bunnings will respond to annual leave requests within 14 days of the request being made by a Team Member. In the case of unforeseen circumstances (for example the relevant leader being absent) Bunnings will respond to the Team Member's request within 28 days.
- (d) A Team Member may take annual leave in advance by agreement with Bunnings. Where a Team Member's employment is terminated and, as a result of taking annual leave in advance, they have a negative annual leave balance, Bunnings may deduct an amount equal to that balance from the Team Member's final pay.
- (e) A Team Member is encouraged to take their annual leave during the year that it accrues. Where a Team Member has an accrual of annual leave that exceeds 6 weeks, Bunnings may ask the Team Member to take annual leave. The Team Member and Bunnings will have discussions to reach agreement on the time that such leave is to be taken. If agreement cannot be reached, Bunnings may then direct the Team Member to take up to 2 weeks of annual leave. Where a Team Member is directed to take annual leave, Bunnings will provide at least 4 weeks' notice to the Team Member.
- (f) Where a public holiday falls in a period during which a Team Member is on annual leave, the Team Member is not taken to be on annual leave on that day.
- (g) Upon termination of employment for any reason, a Team Member will be paid for all accrued but untaken annual leave (including annual leave loading).
- (h) Bunnings believes that Team Members should regularly take their annual leave for rest and recuperation. A Team Member may, by request in writing to Bunnings, apply to cash out up to 2 weeks of their accrued annual leave. Such requests will only be granted at Bunnings' discretion in circumstances of financial hardship and

where the Team Member continues to have a minimum of 4 weeks' annual leave remaining after the cashing out of any annual leave.

- (i) If the period during which a Team Member takes paid annual leave includes a period of any other leave (other than unpaid parental leave), the Team Member is taken not to be on paid annual leave for the period of that other leave or absence. The other leave will be taken in accordance with the applicable leave provisions in the Agreement.
- (j) For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

10.3 Personal/carer's leave

- (a) Full-time Team Members will be entitled to accrue 11 days' paid personal/carer's leave at their ordinary time rate of pay, per year of service.
- (b) Personal/carer's leave for full-time and part-time Team Members accrues progressively during a year of service according to a Team Member's ordinary hours of work and accumulates from year to year.
- (c) Part-time Team Members will be entitled to accrue paid personal/carer's leave on a pro-rata basis (based on 11 days' paid personal/carer's leave for full-time Team Members). For Part-time Team Members, their leave entitlement is calculated by reference to their ordinary hours of work, at their ordinary time rate of pay, per year of service. For example, a Part-time Team Member working an average of 19 ordinary hours per week over one year will be entitled to accrue 5.5 days paid personal/carer's leave.
- (d) Personal/carer's leave is to be taken:
 - (i) because the Team Member is not fit for work as a result of a personal illness or personal injury, affecting the Team Member; or
 - (ii) to provide care or support to an immediate family member or member of the Team Member's household, because of a personal illness or personal injury affecting the member or, an unexpected emergency affecting the member.
- (e) For the purposes of this clause "immediate family member" means: a spouse (including de facto spouse, former spouse, former de facto spouse); an adult child; a dependent child (including an adopted child, a stepchild, a foster child or an ex-nuptial child); parent; grandparent; grandchild or sibling of the Team Member or of a spouse of the Team Member.
- (f) A Team Member will as soon as reasonably possible notify Bunnings of any intended absence on personal/carer's leave, and the period or expected period of absence. The Team Member, if required by Bunnings, must give evidence (such evidence that would satisfy a reasonable person, including for example a medical certificate or statutory declaration) that leave taken in accordance with this clause is taken for one of the purposes set out at subclause 10.3(d).
- (g) A Team Member who takes personal/carer's leave under this clause for more than 2 single rostered shifts per year may be required to provide Bunnings with a medical certificate (or where not practicable for the Team Member, a statutory declaration)

or other proof reasonable to Bunnings that their absence is taken for one of the purposes set out at subclause 10.3(d).

- (h) Unused personal/carer's leave will accrue from year to year.
- (i) A Team Member will not be entitled to be paid for accrued but untaken personal/carer's leave on termination of employment.
- (j) Payment for leave taken in accordance with this clause will be calculated on the number of hours that the Team Member was rostered to work on the day or days of absence and the rate of pay for the leave will be at the Team Member's ordinary time rate of pay (plus the casual loading, for casual Team Members).
- (k) A Team Member may access personal/carer's leave for the purposes of donating bone marrow or for pre-natal appointments, provided that they provide proof reasonable to Bunnings that their absence is for those purposes.

10.4 Unpaid carer's leave

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

10.5 Family and domestic violence leave

Team Members may access family and domestic violence leave in accordance with item 3 of the Appendix.

10.6 Compassionate leave

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

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

- (b) In the case of an uncle, aunt, niece, nephew or significant other, where funeral arrangements and personal circumstances permit the Team Member to attend for work on part of the day in question, it is expected that they will do so.
- (c) For the purposes of this clause:
 - (i) "spouse" includes married or de facto partners; and

- (ii) **“paid leave entitlement”** means a period not exceeding the number of ordinary hours usually worked by the Team Member over the number of days specified.
- (d) Where travel is required to attend a funeral, Team Members may utilise unpaid leave so that the total leave period:
 - (i) is up to 7 calendar days, where the funeral is outside the State; or
 - (ii) is up to 30 calendar days, where the funeral is outside Australia.
- (e) A full-time or part-time Team Member is entitled to take 2 days of paid compassionate leave for each occasion where a member of the Team Member’s immediate family or household contracts or develops a personal illness that poses a serious threat to their life or sustains a personal injury that poses a serious threat to their life.
- (f) A Team Member who is granted paid compassionate leave in accordance with clause 10.6(e), may be required to provide proof to the satisfaction of Bunnings (e.g. proof of death). A Team Member taking leave according to this clause will give notice to Bunnings as soon as is practicable which sets out the period, or expected period of leave.

10.7 Jury service leave

- (a) Full-time and part-time Team Members will be allowed special leave when required for jury service.
- (b) A Team Member who is required to attend jury service must notify their leader as soon as is reasonably practicable.
- (c) During such special leave the Team Member will be paid the difference between the jury service fees received and the wages the Team Member would have received had they worked during that period.
- (d) A Team Member required to attend jury service during a period of annual leave will, on producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.
- (e) The Team Member will also provide Bunnings with proof of jury service fees received.
- (f) Where a Team Member performs jury service on a day, they will not be required to attend work at any time on that day regardless of the duration of the jury service.

The number of days that a Team Member performs jury service and works in a Payroll Week will not exceed the number of days a Team Member is regularly rostered in a Payroll Week.

10.8 Parental leave

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

10.9 Long service leave

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

- (a) Where permissible under such legislation, Team Members may apply to take twice the period of long service leave at half their ordinary pay, provided that any other leave accruals at this time will be calculated on the period of long service leave that the Team Member is entitled to at their full ordinary pay.

10.10 Blood donor leave

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

10.11 Australian Defence Force Reserve service leave

- (a) Full-time and part-time Team Members will be allowed leave of up to 2 weeks per year to attend Australian Defence Force (**ADF**) Reserve service or training for the same.
- (b) During such leave Team Members will receive make up pay up to their ordinary time rate of pay where the Team Member's ADF Reserve service pay is less than their ordinary time rate of pay.

- (c) To receive payment, the Team Member must provide proof of attendance and proof of the ADF pay received for the service.
- (d) Team Members seeking to take ADF Reserve service leave must apply in writing at least 1 month prior to the period of service (or training) setting out the proposed start and finish dates of the leave.
- (e) All applications for ADF Reserve service leave must be supported by reasonable proof from the ADF.

10.12 Emergency services leave

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

11. Probation, termination & redundancy

11.1 Probation

- (a) The initial employment of a full-time and part-time Team Member will consist of a probationary period of 6 months' Service.
- (b) During this period, either the Team Member or Bunnings may terminate the Team Member's employment for any reason not prohibited by law.
- (c) Employment during the qualifying period can be terminated with 1 week's notice by either party.

11.2 Notice of termination

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

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

- (b) Team Members over 45 years of age with 2 years' Service will, in addition to the notice in the above table, be provided with an additional week's notice.
- (c) Any payment in lieu of notice will be based upon a Team Member's full rate of pay for the hours they would have worked had their employment continued until the end of the minimum period of notice.
- (d) A full-time or part-time Team Member who has been given notice of termination of their employment is entitled to take one day off on full pay in order to seek other employment during their notice period. The timing of this day off will be agreed between the Team Member and Bunnings.
- (e) A Team Member giving notice of termination of their employment to Bunnings must if they have:
 - (i) up to 2 years' Service—give 1 week's notice; or
 - (ii) more than 2 years' Service—give 2 weeks' notice.

If such notice is not provided, any shortfall may be deducted by Bunnings from the Team Member's final wages or salary, and not from their annual leave and/or long service leave entitlements.

- (f) On termination of employment:
 - (i) Bunnings will provide, where requested by a Team Member, a written statement of service specifying the period of employment and the classification of or type of work performed by the Team Member prior to their termination of employment; and

- (ii) Bunnings must pay a Team Member no later than 7 days after the day on which the Team Member's employment terminates:
 - (A) the Team Member's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (B) all other amounts that are due to the Team Member under this Agreement and the NES.
- (g) The requirement to pay wages and other amounts under clause 11.2(f)(ii) is subject to further order of the FWC and Bunnings making deductions authorised by this Agreement or the Act.

11.3 Deduction from termination pay

Upon termination for any reason, the Team Member authorises Bunnings to deduct from a Team Member's final pay any amount owing to Bunnings for outstanding loans, staff accounts or purchases of clothing.

11.4 Standing down of team members

Team Members who cannot be usefully employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which Bunnings cannot be reasonably held responsible will be redeployed. If this is not possible, Team Members will be asked to take annual leave or long service leave if possible. As a last resort, Bunnings may stand them down without pay.

11.5 Redundancy

- (a) In relation to redundancy, Bunnings will hold discussions with Team Members directly affected and their representatives (if any), where Bunnings has made a definite decision that:
 - (i) it no longer requires one or more Team Members to perform the job they have been doing;
 - (ii) that job does not need to be done by anyone; and
 - (iii) the decision may lead to termination of employment.
- (b) The discussions referred to at clause 11.5(a) will take place as soon as practicable and will cover, amongst other matters, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Team Member(s) concerned.
- (c) For the purposes of the discussion Bunnings will, as soon as practicable, provide in writing to the Team Members concerned all information relevant to the proposed terminations. Provided Bunnings will not be required to disclose confidential information detrimental to Bunnings' interests.

- (d) In addition to the relevant period of notice, a Team Member who is made redundant will be entitled to the following amount of redundancy pay in respect of Service:

Period of Service	Weeks' redundancy pay
Less than 6 months	1
At least 6 months but less than 1 year	2
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
4 years and above	2 per completed year of Service to a maximum of 52.

- (e) **"Weeks' redundancy pay"** will be calculated at the ordinary time rate of pay for the Team Member concerned.
- (f) Redundancy payments will not exceed the amount the Team Member would have earned if their employment with Bunnings had proceeded to the Team Member's normal retirement date.
- (g) A Team Member whose employment is terminated because their position is made redundant and gives Bunnings notice of termination of their employment during their notice period, will remain entitled to the redundancy payments under this clause. Where a Team Member provides such notice, they will not be entitled to payment in lieu of notice of termination.
- (h) Bunnings may make an application to the FWC to reduce the amount of redundancy pay payable to a Team Member where Bunnings obtains acceptable alternative employment for a Team Member. The Dispute resolution procedure, at clause 15 will apply, to the extent required, to an application to the FWC in accordance with any provision of this sub-clause.
- (i) A full-time Team Member who has been given notice of termination for the reason of redundancy will be entitled to take up to 7.6 hours off per week on full pay, pro rata for a part-time Team Member, to seek other employment during the notice period as set out in clause 11.2. The timing of this time off will be mutually agreed between the Team Member and Bunnings.
- (j) A Team Member is not entitled to redundancy pay under this clause if:
- (i) the Team Member rejects an offer of employment made by another employer that:
 - (A) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Team Member's terms and conditions of employment with Bunnings immediately before the termination; and
 - (B) the other employer recognises the Team Member's Service with Bunnings, for the purpose of redundancy pay under the Act; and
 - (ii) had the Team Member accepted the offer, there would have been a transfer of employment within the meaning of the Act in relation to the Team Member.
- (k) This clause does not apply to termination of employment for reasons other than redundancy, or in the case of casual Team Members, or Team Members engaged for a specific period of time or for a specified task or tasks.

12. Health & safety

12.1 Commitment to health and safety

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

12.2 Health and safety committees

- (a) Bunnings will establish a health and safety committee at each site in accordance with the requirements of the relevant State or Territory legislation. The function of those health and safety committees will include:
 - (i) facilitating consultation and co-operation with Team Members at the site in initiating, developing and implementing measures designed to ensure the safety and health of all Team Members;
 - (ii) reviewing and making recommendations on work practices to ensure the safety of the Team Members at the site;
 - (iii) maintaining information regarding hazards that arise or may arise at the workplace;
 - (iv) consider and make such recommendations as the committee sees fit in relation to any changes or intended changes to or at the site that may reasonably be expected to affect the safety and health of Team Members at the site;
 - (v) consider such matters referred to the committee by the safety representative and perform such other functions as may be agreed with Bunnings.
- (b) Where necessary, representatives of the parties to this Agreement, will meet to discuss workplace safety issues.
- (c) Bunnings will arrange for members of the health and safety committees to attend and be paid for appropriate OHS training courses as required by State or Territory legislation.
- (d) Bunnings will take steps to ensure workplace hazards are identified, assessed and where necessary appropriately controlled. Such steps will include hazard inspections and accident investigations.
- (e) Nothing in this clause removes, diminishes or otherwise affects the application and operation of State and Territory occupational health and safety laws.
- (f) It is the expectation that the responsibility for providing first aid rests with the leadership team who are not covered by this Agreement and that the leadership team may appoint specific Team Members to administer first aid.

12.3 Protective Clothing

- (a) Bunnings will provide each Team Member with such safety equipment as may be reasonably necessary to enable the Team Member to perform their duties. This will include, where required, the provision of adequate safety footwear.
- (b) If a Team Member is required to work in the rain they will be provided with suitable waterproof clothing and, upon request by the Team Member, with suitable wet weather footwear. Such clothing must be returned to Bunnings at the end of the Team Member's shift.

- (c) Bunnings shall reimburse a Team Member who requires prescription lenses to be case hardened the amount necessary to have the prescription lenses case hardened.
- (d) Where a Team Member is performing manual tasks, such as the handling of timber, metal, cable or other materials, upon which would warrant the supply of protective gloves, such Team Members shall be supplied gloves by Bunnings free of charge. Protective gloves will not be supplied in circumstances where it would be hazardous if they were to be worn nor shall they be supplied in circumstances where Bunnings deems it inappropriate.
- (e) Team Members required to work out in the sun shall be provided with protective head gear. Bunnings will provide sunscreen to all Team Members who are required to perform any or all of their duties outdoors.
- (f) Suitable protective clothing and/or accessories shall be provided to Team Members free of charge who are required to perform duties which may lead to excessive soiling or damage to clothing or instances where the provision of such clothing and/or accessories is necessary for Bunnings to meet its obligation to provide a safe work environment for Team Members.
- (g) Where such protective clothing, and/or accessories have been provided to a Team Member they shall be required to use such clothing and/or accessories at all times. If a Team Member is unwilling or refuses to use such clothing and/or accessories, they may be subject to disciplinary action.
- (h) Items of protective clothing detailed in this clause shall be cleaned where appropriate by Bunnings at Bunnings's expense.
- (i) Bunnings will provide padded jackets on request to Team Members working in yards, external nurseries and drive throughs. These jackets must be returned at the end of each shift.

12.4 Damage to clothing and other items

- (a) Compensation to the extent of the damage sustained, apart from Team Member negligence, will be made where in the course of the work clothing; spectacles, hearing aids and dentures are damaged or destroyed by fire or corrosive substance.
- (b) No compensation will be paid if the Team Member is entitled to compensation under a State or Federal Act.

12.5 Accident pay

Team Members will receive accident pay in accordance with item 6 of the Appendix.

13. Unions

13.1 Union delegates

- (a) Bunnings recognises the right of union delegates to represent their union and its members.
- (b) Bunnings will allow union delegates to take paid leave for the purposes of attending trade union training. Such leave will not be unreasonably refused by Bunnings subject to operational requirements. It is agreed that unreasonable requests for a union delegate's attendance at union training will not be made.
- (c) Notwithstanding the above clause, Bunnings will allow a maximum of 8 days per year, per site for the training of union delegates. This leave will not accrue from year to year.

13.2 Union fees

- (a) Bunnings shall provide union members with payroll deduction facilities for union fees upon the receipt of an 'authority to deduct' form signed by the team member.

14. Consultation

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

15. Dispute resolution procedure

Process

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

Referral to the Fair Work Commission

- (f) If the dispute is unable to be resolved at the workplace, and the above steps for resolving it have been taken, it may be referred to the FWC for resolution by mediation and/or conciliation and/or arbitration. If arbitration is necessary the FWC may exercise such procedural powers in relation to hearings, witnesses, evidence and submissions that are necessary to make the arbitration effective. For the purposes of this clause, arbitration includes any appeal.

- (g) While the procedure in this clause is being pursued, work must continue in line with the terms of the Agreement, without affecting the rights of either the Team Members or Bunnings adversely.
- (h) A decision of the FWC in arbitration will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

16. Supported wage arrangements

A Team Member may be engaged under a supported wage arrangement in accordance with Item 1 of the Appendix.

Appendix

1. Supported wage arrangements

(a) Supported wage definitions

In the context of item 1 of the Appendix, the following definitions will apply to Team Members who because of the effects of a disability are eligible for a supported wage under the terms of the Agreement:

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

(b) Eligibility criteria

Team Members covered by item 1 of the Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Team Member is engaged under the Agreement, because of the effects of a disability on their productive capacity and who meet the impaired criteria for receipt of a Disability Support Pension.

Item 1 of the Appendix does not apply to any existing Team Member who has a claim against Bunnings which is subject to the provisions of workers' compensation legislation or any provision of the Agreement relating to the rehabilitation of Team Members who are injured in the course of their current employment.

(c) Assessment of capacity

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

All assessments made under item 1(c) of the Appendix must be documented in a Support Wages System wage assessment agreement, and retained by Bunnings as a time and wages record in accordance with the Act.

(d) Supported wage rates

- (i) Team Members to whom item 1 of the Appendix applies will be paid the corresponding percentage of the minimum rate of pay prescribed by the Agreement for the class of work which the person is performing. For example, if a Team Member's assessed capacity is 50%, they will receive 50% of the Agreement rate provided for in clause 9.2 of the Agreement.
- (ii) The minimum amount payable will be not less than \$102.00 per week.

- (iii) Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

(e) Lodgement of assessment instrument

- (i) All Assessment Instruments under the conditions of item 1 of the Appendix, including the appropriate percentage of the Agreement wage to be paid to the Team Member, will be lodged by Bunnings with the FWC.
- (ii) All Assessment Instruments must be agreed and signed by the parties to the assessment, provided that where a union which is party to the agreement, is not a party to the assessment, it will be referred by the FWC to the union by certified mail and will take effect unless an objection is notified to the FWC within 10 working days.

(f) Review of assessment

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

(g) Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the minimum wage rate only. Team Members covered by the provisions of item 1 of the Appendix will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

(h) Workplace adjustment

Where Bunnings wishes to employ a person under the provisions of item 1 of the Appendix it must take reasonable steps to make the changes in the workplace to enhance the Team Member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(i) Trial period

- (i) In order for an adequate assessment of the Team Member's capacity to be made, Bunnings may employ a person under the provisions of item 1 of the Appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (ii) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the Team Member during that period will be no less than \$102.00 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where Bunnings and the Team Member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under item 1(c) of the Appendix.

2. Individual flexibility arrangements (IFAs)

- (a) Despite anything else in the Agreement, Bunnings and an individual Team Member may agree to vary the application of the terms of the Agreement relating to any of the following in order to meet the genuine needs of both the Team Member and Bunnings:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates; or
 - (iv) allowances.
- (b) An IFA must be one that is genuinely made by Bunnings and the individual Team Member without coercion or duress.
- (c) An IFA may only be made after the individual Team Member has commenced employment with Bunnings.
- (d) Where Bunnings wishes to initiate the making of an IFA it must:
 - (i) give the Team Member a written proposal; and
 - (ii) if Bunnings is aware that the Team Member has, or reasonably should be aware that the Team Member may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Team Member understands the proposal.
- (e) An IFA must result in the Team Member being better off overall at the time the IFA is made than if the IFA had not been made.
- (f) An IFA between Bunnings and a Team Member must do all of the following:
 - (i) state the name of the Team Member and that the IFA is made with Bunnings;
 - (ii) identify the Agreement term, or Agreement terms, the application of which is to be varied;
 - (iii) set out how the application of the Agreement term, or each Agreement term, is varied;
 - (iv) set out how the IFA results in the Team Member being better off overall at the time the IFA is made than if the IFA had not been made; and
 - (v) state the date the IFA is to start.
- (g) An IFA must be:
 - (i) in writing; and
 - (ii) signed by Bunnings and the Team Member and, if the Team Member is under 18 years of age, by the Team Member's parent or guardian.
- (h) Except as provided in Item 2(g)(ii) of the Appendix, an IFA must not require the approval or consent of a person other than Bunnings and the Team Member.
- (i) Bunnings must keep the IFA as a time and wages record and give a copy to the Team Member.

- (j) Bunnings and the Team Member must genuinely agree, without duress or coercion to any variation of the Agreement provided for by an IFA.
- (k) An IFA may be terminated:
 - (i) at any time, by written agreement between Bunnings and the Team Member;
or
 - (ii) by Bunnings or the Team Member giving 4 weeks' written notice to the other party.

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

- (l) An IFA terminated as mentioned in item 2(k)(ii) of the Appendix ceases to have effect at the end of the period of notice required under that item.
- (m) The right to make an IFA under Item 2 of the Appendix is additional to, and does not affect, any other term of the Agreement that provides for an agreement between Bunnings and an individual Team Member.

3. Family & domestic violence leave

- (a) Team Members will be entitled to 10 days of paid family and domestic violence leave, available in full at the start of each 12-month period of the Team Member's employment. The leave will be calculated based on the Team Member's contracted hours of work. For example:
 - (i) for a full-time or part-time Team Member, at their Full Rate of Pay, worked out as if the Team Member had not taken the period of leave; or
 - (ii) for a casual Team Member, at the casual Team Member's Full Rate of Pay, worked out on the greater of:
 - (A) the casual Team Member's average hours worked over the previous 12 months (or their total average hours worked in the case where the Team Member has not achieved 12 months' employment); or
 - (B) the hours the casual Team Member would have worked in the period they were rostered.
- (b) Paid family and domestic violence leave is payable at the Team Member's Full Rate of Pay.
- (c) A Team Member may take paid leave under this clause if they:
 - (i) are experiencing Family and Domestic Violence;
 - (ii) need to do something to deal with the impact of Family and Domestic Violence; and
 - (iii) it is impractical for the Team Member to do so outside of the Team Member's work hours.
- (d) Examples of actions, by a Team Member who is experiencing Family and Domestic Violence that could be covered by (c) include making arrangements for their own safety, or the safety of a Close Relative, including relocation, to attend court hearings, accessing police services, or attending counselling and attending appointments with medical, financial or legal professionals.
- (e) Family and domestic violence leave:
 - (i) is available in full at the start of each 12 month period of a Team Member's employment;
 - (ii) can be taken as:
 - (A) a single 10 day period;
 - (B) separate periods of one or more days each; or
 - (C) separate periods agreed by Bunnings and the Team Member, including periods of less than one day;
 - (iii) can be taken in conjunction with any other leave entitlement, such as annual, personal / carer's or long service leave where appropriate;
 - (iv) does not accumulate from year to year;
 - (v) is not paid out on termination of employment.
- (f) A Team Member must give Bunnings notice of taking family and domestic violence leave.

- (g) The notice must be given to Bunnings as soon as practicable (which may be a time after the leave has started), and must advise Bunnings of the period, or the expected period, of the leave. A request for family and domestic violence leave can be made regardless of when the Family and Domestic Violence occurred, including prior to a Team Member commencing employment with Bunnings.
- (h) Bunnings may request the Team Member to substantiate their entitlement to take family and domestic violence leave by providing evidence that would satisfy a reasonable person. Depending upon the circumstances, such evidence may include a medical certificate, document issued by a police service, a court, a family violence support service, a nurse, or a statutory declaration.
- (i) Where a Team Member provides information concerning notice or evidence to take family and domestic violence leave, Bunnings must:
 - (i) as far as reasonably practicable, take steps to ensure information is treated confidentially;
 - (ii) subject to clause 6.15(j), not use such information:
 - (A) for a purpose other than satisfying itself of the Team Member's entitlement to leave, other than with the Team Member's consent; or
 - (B) to take adverse action against a Team Member.
- (j) Item 3(i) of the Appendix does not prevent Bunnings from dealing with information if required by an Australian law or if necessary to protect the life, health or safety of the Team Member or another person.

4. Flexible purchased leave

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

5. Consultation

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

- (g) This item does not apply to:
 - (i) roster changes covered by clause 3.7 of the Agreement; and
 - (ii) redundancy covered by clause 11.5 of the Agreement.

6. Accident pay

(a) Definitions

For the purposes of this item, the following definitions will apply:

- (i) Accident pay means a weekly payment made to a Team Member by Bunnings that is the difference between the weekly amount of compensation paid to a Team Member pursuant to the applicable workers' compensation legislation and the Team Member's weekly wage payable under this Agreement for the classification of work if the Team Member had been performing their normal duties (not including over award payments, shift loadings or overtime).
- (ii) Injury will be given the same meaning and application as applying under the applicable workers' compensation legislation covering Bunnings.

(b) Entitlement to accident pay

Bunnings must pay accident pay where a Team Member suffers an injury and weekly payments of compensation are paid to the Team Member under the applicable workers' compensation legislation for a maximum period of 52 weeks.

(c) Calculation of the period

- (i) The 52 week period commences from the date of injury. In the event of more than one absence arising from one injury, such absences are to be cumulative in the assessment of the 52 week period.
- (ii) The termination by Bunnings of the Team Member's employment within the 52 week period will not affect the Team Member's entitlement to accident pay.
- (iii) For a period of less than one week, accident pay (as defined) will be calculated on a pro rata basis.

(d) When not entitled to payment

A Team Member will not be entitled to any payment under this item in respect of any period of paid annual leave or long service leave, or for any paid public holiday.

(e) Return to work

If a Team Member entitled to accident pay under this item returns to work on reduced hours or modified duties, the amount of accident pay due will be reduced by any amounts paid for the performance of such work.

(f) Redemptions

In the event that a Team Member receives a lump sum payment in lieu of weekly payments under the applicable workers' compensation legislation, the liability of Bunnings to pay accident pay will cease from the date the Team Member receives that payment.

(g) Damages independent of the Acts

Where the Team Member recovers damages from Bunnings or from a third party in respect of the said injury independently of the applicable workers' compensation legislation, such Team Member will be liable to repay to Bunnings the amount of accident pay which Bunnings has paid under this item and the Team Member will not be entitled to any further accident pay thereafter.

(h) Casual team members

For a casual Team Member, the weekly payment referred to in item 6(a)(i) of this Appendix will be calculated using the Team Member's average weekly ordinary hours with Bunnings over the previous 12 months or, if the Team Member has been employed for less than 12 months by Bunnings, the Team Member's average weekly ordinary hours over the period of employment with Bunnings. The weekly payment will include casual loading but will not include over award payments, shift loadings or overtime.

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

Witness signature

Address

Witness name

Signed by _____, _____
(Name) (Title)

a bargaining representative of the employees covered by the Agreement, in the presence of:

Name:

Witness signature

Address

Witness name

Signed by _____, _____
(Name) (Title)

Team Member at Bunnings who will be covered by the Agreement, in the presence of:

Name:

Witness signature

Address

Witness name