

Endeavour Group Retail Agreement 2025

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Endeavour Group Retail Agreement 2025

Clause 1 - Introduction to the Agreement

What's this about?

Welcome to Endeavour Group!

This Agreement sets out the terms and conditions of your employment. Read on to find out more...

1.1. When does this Agreement commence?

This is the Endeavour Group Retail Agreement 2025 (**Agreement**). It takes effect from 6 October 2025 or 7 days after the approval by the Fair Work Commission (the **FWC**), whichever is later. This Agreement is a national agreement and will apply in all States and Territories of Australia. The nominal expiry of this Agreement will be 30 June 2029.

1.2. Agreement coverage

- 1.2.1. This Agreement covers Endeavour Group and its employees who are employed in Endeavour Group's Retail Operations (**team members**).
- 1.2.2. Endeavour Group's Retail Operations means Endeavour Group's in-store retail operations (including, but not limited to, Dan Murphy's (including The Cellar, W for Wine (Vaucluse), Swanbourne Cellars) and BWS) and Customer Hub (customer service).
- 1.2.3. This Agreement does not cover employees who work in salaried positions, above-store operations or Endeavour Group Support Office.
- 1.2.4. This Agreement covers the following registered organisations (hereafter known as Union or Unions):
 - a) the Shop, Distributive and Allied Employees' Association (SDA);
 - b) the Australian Workers Union (Queensland Branch) (AWU) including the North Queensland Retail Union Alliance (NQRUA) in relation to its coverage of North Queensland.

1.3. Relationship with Modern Award and National Employment Standards

- 1.3.1. Consistent with the Fair Work Act, while this Agreement applies to a team member, the relevant modern award does not apply at the same time.
- 1.3.2. The National Employment Standards (**NES**) are legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the team member, the NES provision will apply to the extent of the inconsistency.

1.4. Displaying of this Agreement

- 1.4.1. A signed copy of this Agreement and a copy of the NES shall be made available by Endeavour Group in a prominent place (for example on its intranet) accessible to all team members and copies will be made available upon request.

Clause 2 - Endeavour Group Policies

What's this about?

We all have an important role to play in looking after each other and this clause sets out how we will work together to create a great place to work and shop.

2.1. Standards and Policies

- 2.1.1. Endeavour Group aspires to be a great place to work and a great place to shop. We are all responsible for contributing to an environment where everyone at Endeavour Group is treated with dignity, courtesy and respect. To ensure we do the right thing by our teams, our customers and our communities, Endeavour Group has standards and policies that we expect our team members to follow at all times.
- 2.1.2. All team members at Endeavour Group are required to read, understand and follow the Code of Conduct and all applicable Endeavour Group policies. However, such policies are not incorporated into this Agreement or any team member's contract of employment. The Code of Conduct and all policies are available on the People Portal, and may be updated from time to time.
- 2.1.3. Endeavour Group policies cover matters including (but not limited to) work health and safety, personal appearance, bullying, harassment, discrimination, workplace behaviours, diversity and inclusion, team member benefits and leave.
- 2.1.4. Any team member who has a question about any Endeavour Group policy can speak to their manager or contact Team Services.

2.2. Work health and safety

- 2.2.1. Endeavour Group is committed to a safety culture where safety is everyone's responsibility, and expects everyone to work together to make Endeavour Group a safe place to work and shop.
- 2.2.2. Endeavour Group is committed to ensuring, so far as is reasonably practicable, the health and safety of team members while at work, and also that its business doesn't create risks to others (including other workers and customers). This includes:
 - a) the physical workplace (including layout of in-store fixtures and structures, safe entry and exit in both normal working conditions and emergencies, and during renovations)
 - b) the equipment team members use and the processes they follow.

Endeavour Group must consult with team members and their relevant Union when proposing any major changes, identifying and managing risks, and providing relevant safety training for team members.

- 2.2.3. While at work, team members will take reasonable care for their own health and safety, will comply, so far as they're reasonably able, with any reasonable safety directions and policies, and will ensure that their actions (or failures to act) won't affect the health and safety of others.

- 2.2.4. Where Endeavour Group has workplace health and safety representatives who require training under relevant legislation, Endeavour Group will provide paid leave to team members to attend training. Where Endeavour Group requires a team member to hold a first aid qualification, Endeavour Group will provide first aid training or pay the cost of first aid training.
- 2.2.5. Endeavour Group is also committed to working with team members to help them return to safe and sustainable work after a work injury or illness. Endeavour Group will consult with team members and, if the team member so chooses, their Union representative, about their rehabilitation program.
- 2.2.6. Nothing in clause 2.2 operates to remove, lessen, diminish or otherwise affect in any way whatsoever the operation and application of applicable work health and safety and workers compensation laws.

2.3. Respectful Workplace

- 2.3.1. Endeavour Group encourages a workplace culture where people are treated with respect. All team members are expected to follow Endeavour Group's policies in relation to expected workplace behaviour. Endeavour Group expects our team members to treat fellow team members, customers and others with dignity, courtesy and respect.
- 2.3.2. Behaviours such as harassment (including sexual harassment), workplace bullying, violence and unlawful discrimination are unacceptable and will not be tolerated at Endeavour Group. Any instances of inappropriate workplace behaviour should be reported to Endeavour Group - team members are encouraged to speak up if something is not right. Endeavour Group will take complaints seriously and handle them in accordance with applicable policies and procedures. This may include an investigation and the taking of disciplinary action.

2.4. Sexual Harassment

- 2.4.1. Endeavour Group is committed to providing a safe and respectful environment for team members, contractors, suppliers and customers. Sexual harassment whether by team members or third parties will not be tolerated. It is unacceptable and is unlawful.
- 2.4.2. Sexual harassment is any unwelcome conduct of a sexual nature in circumstances where a reasonable person, having regard to all the circumstances, would anticipate the possibility that the person harassed would feel offended, humiliated, or intimidated. All team members are entitled to attend a workplace free from sexual harassment.
- 2.4.3. Team members must not engage in sexual harassment, sex-based harassment, sex discrimination or conduct that creates a hostile work environment from occurring in the workplace (together, Unlawful Conduct).
- 2.4.4. All team members have the right to raise issues or to make an enquiry, disclosure or report in a reasonable and respectful manner any Unlawful Conduct, without being victimised. Complaints (including reports, disclosures or grievances) will be handled with sensitivity and confidentiality.

- 2.4.5. Endeavour Group will respond quickly and appropriately to all complaints (including reports, disclosures or grievances) of Unlawful Conduct. Allegations of sexual harassment are very serious and, where appropriate, a formal investigation will be conducted in accordance with Endeavour Group's Sexual Harassment policy and as part of its duty of care to team members.
- 2.4.6. Team members who experience or are impacted by Unlawful Conduct will be offered appropriate support, taking into consideration the views of the reporter/discloser and operational needs including (but not limited to):
- a) access to Employee Assistance Program (EAP) and other external support services;
 - b) adjustments to duties or work arrangements; and
 - c) assistance from a Union representative or support person.
- 2.4.7. For further information, team members should refer to Endeavour Group's *Sexual Harassment Policy*.

2.5. Diversity and inclusion

- 2.5.1. Endeavour Group values inclusion and diversity and we want to ensure that team members feel valued, respected and empowered. Endeavour Group is committed to providing equal employment opportunities to team members.

2.6. Work & Care

- 2.6.1. Endeavour Group understands the challenges that team members face in balancing their work and their commitments as carers. Endeavour Group acknowledges the importance of having conditions at work that contribute to team member engagement, health and productivity.
- 2.6.2. Endeavour Group recognises:
- a) Team members have commitments outside of work that require attention.
 - b) Team members can have different caring responsibilities at different times in their lives.
 - c) Life outside of work is acknowledged and valued which is reflected in the way Endeavour Group listens, respects and accommodates team member's needs where possible.
 - d) Team members should not be penalised or disadvantaged for having caring responsibilities.
 - e) Accommodating a team member's caring responsibilities can have a positive impact on their children's access to life, learning and opportunities.
 - f) Accommodating a team member's caring responsibilities can have positive benefits to Endeavour Group and to those in our society who team members provide care to.
 - g) Working should provide team members with meaningful hours of work and the opportunity to earn a wage that contributes to meeting their needs.

- h) Secure, predictable and stable working hours and rosters can help team members manage their caring responsibilities.

2.7. Reporting an issue

- 2.7.1. Team members should always feel free to ask questions, provide feedback and to speak up when they feel that something isn't right. Team members can speak to their manager, contact Team Services or consult the Code of Conduct for more reporting options.

2.8. Team Planning

- 2.8.1. Where team members identify there are insufficient coverage of team members to cover the workload at a store due to a sustained increase in sales activity or unplanned/extended team absence, the following procedure should be followed:
 - a) Team members will provide details, in writing, to their leader, of the specific times and days on which they believe there is insufficient coverage for the workload of their store.
 - b) Team members will identify why they believe there are continuing requirements over at least a 3 month period (excluding peak trade periods e.g. Easter and Christmas).
- 2.8.2. Endeavour Group will review the details provided by team members and may consider the following outcomes, as appropriate, but is not required to take the following actions:
 - a) Explore team planning options to ensure there is sufficient coverage at the times and days identified, which may include, adjustment of rosters, additional training, reviewing task allocation.
 - b) Select the best alternative to meet team planning requirements that meets the rostering principles under the Agreement and store budget.
 - c) Determine a timetable to implement any actions, if deemed appropriate.

NOTE: Endeavour Group will only conduct a review under clause 2.8 once every 6 month period.

Clause 3 - Starting work and classifications

What's this about?

Now that you've joined the team let's talk about the 'technical stuff'. This clause sets out the important information to get you started on your journey with us.

3.1. Terms of my engagement

Endeavour Group will inform each team member in writing of the following when they start working:

- a) whether you are employed on a full time, part-time or casual basis;
- b) what your classification is;
- c) for full-time and part-time team members, what your standard roster is – including the days, times and hours in accordance with clause 8.1.1; and
- d) your base rate of pay.

3.2. Probationary Period

Full time and part-time team members are subject to a 6-month probationary period when they commence employment with Endeavour Group. Endeavour Group or the team member can end the team member's employment by giving 1 week's notice during the probationary period.

3.3. Classifications

- 3.3.1. Endeavour Group will classify all team members who are covered by this Agreement according to the following structure (see Appendix A of this Agreement for more details on classifications):

Classification
Team Member
Senior Team Member
Duty Manager (Dan Murphy's only)

- 3.3.2. Endeavour Group will advise team members of their classification, and of any changes to their classification or job title, in writing.
- 3.3.3. The classification by Endeavour Group will be according to the skill level (or levels) that are required to be used by the team member in order to perform the principal functions of their employment as determined by Endeavour Group.
- 3.3.4. Endeavour Group will not require any team member, regardless of their classification, to clean toilets unless the team member has been specifically engaged in a cleaning role.

3.4. Flexibility of Work

- 3.4.1. Subject to the provisions of this clause and Appendix A, Endeavour Group may direct a team member to carry out and the team member shall perform such duties as are within the limits of the team member's skill, competence and training. Team members may also be required to perform duties under supervision for which training is being given.
- 3.4.2. Team members will take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to them.

3.5. Facilitative provisions

- 3.5.1. This Agreement contains facilitative provisions which allow agreement between an Endeavour Group and an individual team member on how specific provisions are to apply at the workplace.
- 3.5.2. The following clauses have facilitative provisions:

Clause	Provision	Notice to withdraw agreement
6.1.2	Hours of Work	28 days
7.2.4	Break time principles (shifts of up to 6 hours)	28 days
7.3.3	Breaks between work periods	28 days
8.2.2	Rostering principles - full-time team members (20 day roster)	28 days
8.2.2	Rostering principles - full-time team members (consecutive days off - 2 days per week or 3 days per fortnight)	28 days
8.2.2	Rostering principles - full-time team members (consecutive days off - Fri/Sat, Sat/Sun, Sun/Mon each fortnight)	28 days
8.2.2	Rostering principles - full-time team members (regular Sundays)	28 days
8.3.1	Rostering principles - part-time team members (consecutive days off - 2 days per week or 3 days per fortnight)	28 days
8.3.1	Rostering principles - part-time team members (consecutive days off - Fri/Sat, Sat/Sun, Sun/Mon each fortnight)	28 days
8.3.1	Rostering principles - part-time team members (regular Sundays)	28 days
8.3.6	Part time - Minimum hours	28 days
8.4.3	Part time - Additional hours	28 days
8.8	Cross-site and Cross-brand work	28 days
8.9	Voluntary Additional Start	The later of either the start of next roster cycle or conclusion of published roster

3.5.3. Process to enter and record an agreement:

Unless described otherwise in this Agreement, Endeavour Group will record agreement to a facilitative provision in SuccessFactors (or its successor) and must record:

- a) An explanation of the standard entitlement and how the variation is different;
 - b) The arrangement is entered into freely by an individual team member without coercion or duress;
 - c) Acknowledgement that Endeavour Group and the team member have agreed to the arrangement;
 - d) An explanation of how a team member can revoke the arrangement.
- 3.5.4. The agreement must be in a form readily retrievable and accessible to the parties to the agreement.
- 3.5.5. A facilitative provision cannot be a condition of employment.
- 3.5.6. The agreement forms part of the time and wages records for the purposes of the Fair Work Act.

Clause 4 - Wages and superannuation

What's this about?

This clause tells you about your rate of pay, how it increases and a whole range of other matters related to your pay, including the superannuation benefits you have when you work with us.

4.1. Base rates of pay

- 4.1.1. The following base rates of pay apply from the first full pay period after the commencement of this Agreement.

Classification	Base Rate of Pay (hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)
Team Member	\$27.26	\$1,035.88
Senior Team Member	\$28.48	\$1,082.24
Duty Manager (Dan Murphy's only)	\$30.07	\$1,142.66

- 4.1.2. The weekly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the hourly rate will prevail.
- 4.1.3. Casual team members will be paid the base hourly pay rate plus a casual loading of 25% for all hours worked. A casual team member is not paid a penalty on a penalty, and the rates set out in the penalty rates table at clause 6.3 are inclusive of the 25% casual loading.

4.2. Increase to base rate of pay

- 4.2.1. Base rates of pay will increase annually in accordance with the percentage increase for the *General Retail Industry Award 2020* that is ordered by the FWC in its Annual Wage Review Decision. Increases will take effect from the first full pay period on or after 1 July in each applicable year.

4.3. Other wages

- 4.3.1. Traineeship wages: Team members undertaking a Traineeship (trainees) will be paid in accordance with clause 4.1 of this Agreement for the appropriate classification. Trainees will be classified in the same way as other team members who are not undertaking a Traineeship. Further entitlements and obligations of trainees are set out in Appendix C of this Agreement.

4.4. Payment of wages

- 4.4.1. Wages for the week (Monday to Sunday) will be paid on the same day of each week by electronic funds transfer, within 3 days of the end of each pay period. Endeavour Group will only change the pay day if there is a public holiday that impacts bank trading. Endeavour Group will then give team members at least 4 weeks' written notice specifying the changed pay day, which will be as close to the normal pay day as possible.

- 4.4.2. Wages will be paid according to the actual hours worked each week, less applicable tax. In the case of fulltime team members who work a roster over an averaging period (e.g. 6/4 roster, where 6 days in one week and 4 days in the next, or an RDO roster), wages will be averaged for the 4-week cycle.
- 4.4.3. Where employment has ended and a team member is owed pay on termination, such payment will be made on the next pay day or within 7 days of the date of termination.

4.5. Superannuation

- 4.5.1. On behalf of eligible team members, Endeavour Group will make monthly superannuation contributions of (currently) 12% of team members Ordinary Time Earnings or such other percentage consistent with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 4.5.2. Endeavour Group will pay such contributions into the team member's nominated superannuation fund, or if no nomination has been made, into the default fund which is the Retail Employees Superannuation Trust (**REST**) which is an industry superannuation fund for the retail industry. If a team member wants to nominate REST as their fund of choice, no choice form is required, and contributions will be made into REST as the default fund.
- 4.5.3. Team members can nominate any superannuation fund that offers an approved MySuper product in accordance with the *Superannuation Industry (Supervision) Act 1993* (Cth). A team member can nominate their fund of choice by completing the applicable form.
- 4.5.4. A team member can change their superannuation fund nomination at any time during their employment with Endeavour Group by notifying Endeavour Group in writing using the applicable form.
- 4.5.5. Further information about superannuation is set out in Appendix B.

Clause 5 - Allowances and reimbursements

What's this about?

In addition to your base rate of pay, you may be entitled to allowances for certain activities and reimbursements for specific purposes. These rates are outlined in this clause.

5.1. Payment of allowances and reimbursements

- 5.1.1. Allowances and reimbursements are extra payments made to eligible team members for specific purposes. Allowances and reimbursements will be paid at the same time as wages are paid, unless otherwise specified.
- 5.1.2. The allowance rates and reimbursement rates below are effective from the first full pay period after this Agreement takes effect. The amounts payable will not be less than the equivalent allowances and reimbursements in the *General Retail Industry Award 2020*.
- 5.1.3. To receive payment of a reimbursement, a team member must provide Endeavour Group with evidence of the relevant expenditure and state the amount being claimed as a reimbursement. Where required under Endeavour Group policies and procedures, team members will use the relevant expense claims system for submitting reimbursement claims.
- 5.1.4. The allowances and reimbursements that apply under this Agreement are provided in the tables below.

5.2. Allowances table

Allowance	Application
Special clothing allowance	<p>Where a team member is required to wear or use protective gear, this will be provided, maintained, repaired, laundered and replaced (when required) by Endeavour Group. Endeavour Group will train team members in the appropriate use of protective gear.</p> <p>Where Endeavour Group requires a team member to wear special clothing (such as a uniform, dress or other clothing) then Endeavour Group will reimburse the cost of purchasing such clothing and the cost of replacement items when replacement is due to wear and tear. This will not apply where the special clothing has been supplied or paid for by Endeavour Group. Endeavour Group will never require a team member to wear any clothing which is revealing or offensive.</p> <p>Where Endeavour Group requires a team member to launder that special uniform, dress or clothing, the team member will be paid the following applicable allowance:</p> <p>(a) For a full-time team member, \$6.25 per week. (b) For a part-time or casual team member, \$1.25 per shift.</p>
Cold work allowance	<p>a) Team members who are principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages will be paid a cold work allowance of \$0.37 per hour, while so employed.</p> <p>(b) Team members required to work in a cold chamber where the temperature is below 0°C will also be paid an allowance of \$0.56 per hour (a total of \$0.93 per hour), while so employed.</p>

<p>First aid allowance</p>	<p>Where a team member holds an appropriate first aid qualification and is appointed by Endeavour Group to perform first aid duty they will be paid an extra allowance of \$13.89 each week.</p>
<p>Transport allowance</p>	<p>Where Endeavour Group asks a team member to use their own motor vehicle in the performance of their duties, the team member will be paid an allowance of \$0.98 per kilometre.</p>
<p>In-charge allowance <i>BWS Team Member only</i></p>	<p>A Team Member will receive the following allowance per shift if they are in-charge at a BWS store.</p> <p>For the purposes of this clause, 'in-charge' means:</p> <ul style="list-style-type: none"> • Being responsible for the store's opening or closing procedures; or • General responsibility for the store and associated security whether employed alone or being in-charge of other Team Members at the same level. <p>The allowance payable is:</p> <ul style="list-style-type: none"> • \$1.20 per shift if rostered to be in-charge for two (2) hours or less. • \$4.00 per shift if rostered to be in-charge for more than two (2) hours. <p>Note:</p> <ul style="list-style-type: none"> • Being in-charge does not include situations where a Team Member is working alone for a temporary period while another Team Member or manager is on a break or away on work duties. • The allowance is not payable where another Team Member is receiving the allowance, or Senior Team Member or salaried team member is in-charge. <p>The in-charge allowance will increase annually in accordance with the percentage increase for the General Retail Industry Award 2020 that is ordered by the FWC in its Annual Wage Review Decision.</p>
<p>Duty Manager Allowance <i>Dan Murphy's only</i></p>	<p>Team members working in a Dan Murphy's store that are engaged for more than 2 hours during one day or shift as a Duty Manager are to be paid the higher rate for such day or shift.</p> <p>If engaged for 2 hours or less during one day or shift as a Duty Manager, the team member is to be paid the higher rate for the time they worked on those duties only.</p>
<p>TRS / Customer Experience Allowance <i>Customer Hub only</i></p>	<p>Team members working in Customer Hub that are engaged for more than 2 hours during one day or shift to perform TRS or Customer Experience duties are to be paid the higher rate for such day or shift.</p> <p>If engaged for 2 hours or less during one day or shift to perform TRS or Customer Experience duties, the team member is to be paid the higher rate for the time they worked on those duties only.</p>

Recall allowance	<p>Unless otherwise agreed, where a team member is called back to work for any reason before or after completing their normal rostered shift or on a day that they did not work (for example, for some unforeseen emergency, including needing to reset an alarm), the team member will be paid at the appropriate rate for all hours worked with a minimum of 3 hours on each occasion.</p> <p>The time worked will be calculated from the time the team member leaves home until the time they return home, taking a direct route. Team members may be required to provide evidence of the time taken.</p>
Liquor license allowance	A team member who is required by law or Endeavour Group to hold a liquor license, as the Licensee, will be paid an extra \$33.12 per week.
Broken Hill Allowance	A team member working in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of \$1.20.
Overtime meal allowance	<p>A team member who is required to work more than one hour of overtime after their ordinary finish time, without being given 24 hours' notice, will be provided with a meal or paid a meal allowance of \$23.59.</p> <p>If the overtime worked exceeds 4 hours, a further meal allowance of \$21.39 will be paid.</p>

5.3. Reimbursements table

Reimbursement	Application
Travelling time reimbursement	<p>Where Endeavour Group requires a team member to work at a place away from their usual place of employment, all time spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time. In addition, any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment will be reimbursed.</p> <p>Where Endeavour Group provides transport from a pick-up point, a team member will be paid travelling time for all time spent travelling from such pick-up point and returning to such pick-up point.</p> <p>The rate of pay for travelling time will be the base rate of pay, except on Sundays and public holidays when it will be time and a half.</p>
Excess travelling costs reimbursement	Where Endeavour Group asks a team member to move from one store to another for a temporary period that is less than 3 weeks, all additional transport costs over and above the team member's usual transport costs will be reimbursed by Endeavour Group.
Relocation of team member reimbursement	If Endeavour Group relocates a team member's role from one store to another store, and the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence, then Endeavour Group will be responsible for and will pay the whole of the moving

	<p>expenses, including fares and transport charges, for the team member and the team member's family who reside with the team member at the time of the transfer.</p>
<p>Transport of team members reimbursement</p>	<p>Where:</p> <ul style="list-style-type: none"> • a team member (who is not engaged as a shiftworker under this Agreement) starts or finishes work after 10.00pm, or prior to 7.00am on any day; and • the team member's regular means of transport is not available; and • following reasonable attempts to do so, the team member is unable to arrange their own alternative transport; <p>then Endeavour Group will reimburse the team member for the cost of a taxi or ride-share fare from the place of employment to the team member's usual place of residence.</p> <p>This will not apply if Endeavour Group provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member.</p> <p>Provided always that a team member may elect to provide their own transport.</p>

Clause 6 - Hours of work and penalty rates

What's this about?

Okay, so when can you be asked to work? What do you get paid if you work on nights or weekends? We know this can be a little complicated, so this clause sets out the full details.

6.1. Hours of work

6.1.1. The ordinary hours of work for all team members (other than shiftworkers) may be worked within the following span of hours:

Monday to Friday	7:00 am to 11:00 pm
Saturday	7:00 am to 11:00 pm
Sunday	9:00 am to 11:00 pm

6.1.2. By agreement (in accordance with clause 3.5) between Endeavour Group and a team member, hours worked outside the span of hours in clause 6.1.1 may be treated as part of the team member's ordinary time, provided that the team member receives the applicable penalty rates set out in the penalty rates tables in clauses 6.2 and 6.3, which are equivalent to the appropriate overtime rate.

6.1.3. The hourly rates of pay (including penalty rates) that will apply for each hour of work performed are set out below.

6.2. Penalty rates table: Full-time and part-time team members

Days of the week	Hours	Full-time and part-time rates of pay
Monday through Friday	7:00am to 6:00pm	Base rate
	6:00pm to 11:00pm	Base rate +25%
Saturday	7:00am to 11:00pm	Base rate +25%
Monday through Saturday	11:00pm to 7:00am	First 3 hours: Base rate +50% Additional hours in this span, over 3 hours: Base rate +100%
Sunday	Midnight to 9:00am	Base rate +100%
	9:00am to 11:00pm	Base rate +50%
	11:00pm to midnight	Base rate +100%

The penalty rates in clause 6.2 are in substitution for, and not cumulative upon, other loadings and shall not be taken into consideration in calculating payments for overtime or public holidays.

6.3. Penalty rates table: Casual team members

Day of the week	Hours	Casual rates of pay (penalty rates are inclusive of 25% casual loading)
Monday through Friday	7:00am to 6:00pm	Base rate +25%
	6:00pm to 11:00pm	Base rate +50%
Saturday	7:00am to 11:00pm	Base Rate +50%
Monday through Saturday	11:00pm to 7:00am	First 3 hours: Base rate +75% Additional hours in this span, over 3 hours: Base rate +125%
Sunday	Midnight to 9:00am	Base rate +125%
	9:00am to 11:00pm	Base rate +75%
	11:00pm to midnight	Base rate +125%

The penalty rates in clause 6.3 are in substitution for, and not cumulative upon, other loadings and shall not be taken into consideration in calculating payments for overtime or public holidays.

6.4. Award mirroring - Sunday penalty rates

If the Sunday penalty rates in the *General Retail Industry Award 2020* are increased, the corresponding increase will apply to the Sunday penalty rates in this Agreement from the first full pay period after that Award is amended by the FWC.

Clause 7 - Breaks

What's this about?	<i>Based on the hours you work you may be entitled to a rest break or meal break, or break between days or shifts, as outlined in this clause.</i>
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7.1. Meal and rest breaks table – All team members

- 7.1.1. A rest break (sometimes called a 'tea break') is a 15-minute paid break that counts as time worked.
- 7.1.2. A meal break is a 30 to 60-minute unpaid break that doesn't count as time worked, except for shiftworkers.
- 7.1.3. Meal breaks for shiftworkers are paid and count as time worked.
- 7.1.4. Breaks will be agreed and taken as follows:

Time worked per shift	Rest Break (paid)	Meal Break (unpaid)
Less than 4 hours	No rest break	No meal break
4 hours and up to and including 5 hours	1 x 15 minutes	No meal break
More than 5 hours but less than 7 hours	1 x 15 minutes	1 x 30 to 60 minutes
7 hours or more, but less than 10 hour	2 x 15 minutes	1 x 30 to 60 minutes
10 hours or more	2 x 15 minutes	2 x 30 to 60 minutes

- 7.1.5. The duration and timing of meal breaks are to be included in the roster. Endeavour Group will seek to ensure meal breaks are taken at the rostered time, however, this may be changed on any day to meet the reasonable operational requirements of the store. If this occurs frequently or unreasonably, a team member may commence a dispute in accordance with clause 22.

7.2. Break time principles

- 7.2.1. A team member will not work for more than 5 consecutive hours without an unpaid meal break (unless there is an agreement under clause 7.2.4).
- 7.2.2. A rest break will be counted and paid as time worked. The specific duration of the break includes any travel time to and from the place where the team member will take their break. The taking of a rest break shall be at a mutually agreed time.
- 7.2.3. Unless requested by the team member, breaks are not to be taken within 1 hour of starting or finishing work. Endeavour Group will not require a team member to combine a rest break and meal break. However, a team member may request to combine a rest break and meal break.
- 7.2.4. A team member can agree (in accordance with clause 3.5) to work up to six hours and forgo the meal break, provided that their rest break is taken at least 2 hours prior to the end of their shift.

- 7.2.5. A team member whose shift has a majority of ordinary hours after 10:00pm but before 6:00am (but is not a shiftworker) will be entitled to a paid crib break of 30 minutes duration when working more than 5 hours. This is instead of an unpaid meal break.
- 7.2.6. Team members can take a toilet break or have a drink of water regardless of an entitlement to a rest break, and may keep bottled water with them.

7.3. Breaks between work periods

- 7.3.1. All team members will be granted a 12 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- 7.3.2. Where a team member re-commences work without having had 12 hours off work then the team member will be paid at double the rate they would be entitled to until they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- 7.3.3. By agreement (in accordance with clause 3.5) between Endeavour Group and a team member or team members the period of 12 hours may be reduced to not less than 10 hours.

Clause 8 - Rosters and rostering principles

What's this about?

There are some guidelines around how your rostered hours of work can be structured, and what alternative arrangements you can request and agree to. Read on to find out all the details.

8.1. Standard rosters for full-time and part-time team members

- 8.1.1. At the start of their employment, Endeavour Group and a full-time or part-time team member will agree (in writing) on their standard roster which will specify:
- the number of ordinary hours to be worked each week (the team member's contract hours);
 - the days of the week that the work is to be performed; and
 - the starting and finishing times of work for each day of the week on which work is to be performed.
- 8.1.2. Endeavour Group will display the roster for each team member for each day of the week and will retain copies of rosters for at least 12 months, and this can be done in hard copy or electronically.

8.2. Rostering principles – Full-time team members

- 8.2.1. A full-time team member will be rostered for an average of 38 hours per week, worked in any of the following forms (or over a longer averaging period by agreement between Endeavour Group and the team member):
- 38 hours in 1 week;
 - 76 hours in 2 consecutive weeks;
 - 114 hours in 3 consecutive weeks; or
 - 152 hours in 4 consecutive weeks.
- 8.2.2. A standard roster for a full-time team member must meet the following principles:

Rostering Principle	Team member entitlement
Minimum number of hours per day	4 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 1 day each week)
Maximum number of engagements per day	1
Maximum number of days each week	5 days (or 6 days in one week, if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative arrangements apply by agreement in accordance with clause 3.5)

	<p>At least once each fortnight: the 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon (or alternative arrangements may apply by agreement in accordance with clause 3.5)</p> <p>A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (or alternative arrangements apply by agreement in accordance with clause 3.5).</p>
Maximum number of hours in a 4-week roster cycle	152 hours
Maximum days in a 4-week roster cycle	19 days (or 20 by agreement in accordance with clause 3.5)

8.2.3. All rosters for full-time team members will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle unless specific agreement exists between Endeavour Group and the team member to work a 20-day standard roster. Where a full-time team member is working a 20-day roster, such roster will include either:

- a) one shorter day a fortnight (less than 4 hours on one day);
- b) one shorter day a week (less than 6 hours on one day); or
- c) a slightly shorter day every day (7.6 hour day on every day rostered).

8.2.4. A 19 day standard roster should not be unnecessarily different to an alternative 20 day roster.

8.2.5. If a team member has agreed to an alternative arrangement in relation to consecutive days off or regularly working Sundays, the arrangement will continue to operate even if the team member's standard roster changes, unless the team member terminates the alternative arrangement.

8.3. Rostering principles - Part-time team members

8.3.1. A standard roster for a part-time team member must meet the following principles:

Rostering Principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 1 day each week)
Maximum number of engagements per day	1 (unless agreed Voluntary Additional Start shifts are worked in accordance with clause 8.9)
Maximum number of hours each week	38 hours
Maximum number of days each week	5 days (or 6 days in one week, if no more than 4 days the next week)
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative arrangements apply by agreement in accordance with clause 3.5)

	<p>At least once each fortnight: the 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon (or alternative arrangements apply by agreement in accordance with clause 3.5)</p> <p>A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (or alternative arrangements apply by agreement in accordance with clause 3.5).</p>
Maximum number of hours in a 4-week roster cycle	144 hours
Maximum days in a 4-week roster cycle	20 days

- 8.3.2. A part-time team member's contract hours will be an agreed number of hours, between 40 and 144 hours per 4-week cycle, except as provided for in clause 8.3.3 below.
- 8.3.3. If, at the time of the commencement of this Agreement, an existing part-time team member's contract hours are less than 40 hours per 4-week cycle, the team member may elect to maintain those contract hours.
- 8.3.4. From 5 October 2026, a part-time team member's contract hours will be an agreed number of hours, between 48 hours and 144 hours per 4-week cycle, except as provided for in clause 8.3.5 below.
- 8.3.5. From 5 October 2026, if an existing part-time team member's contract hours are less than 48 hours per 4-week cycle, the team member may elect to maintain those contract hours.
- 8.3.6. Notwithstanding clauses 8.3.4 and 8.3.5, a part-time team member may agree to be rostered between 40 hours and up to 48 hours per 4-week cycle in accordance with clause 3.5.
- 8.3.7. If a team member has agreed to an alternative arrangement, the arrangement will continue to operate even if the team member's standard roster changes, unless the team member terminates the alternative arrangement.

8.4. Part-time – Additional hours

- 8.4.1. In addition to working their contract hours as per their standard roster, a part-time team member can be offered additional hours based on the operational needs of Endeavour Group (additional hours). Additional hours may change with operational needs and are not guaranteed to be offered. The team member may accept the additional hours on the terms below, or the team member can decline the additional hours without penalty.
- 8.4.2. Additional hours are offered on a voluntary basis in addition to the part-time team member's existing standard roster, and a part-time team member may accept additional hours up to a maximum of 38 hours (contract hours and additional hours combined) in any 1 week. The part-time team member needs to provide their consent to the additional hours in writing before the additional hours are worked.
- 8.4.3. A part-time team member can choose to provide standing consent in accordance with clause 3.5 and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the part-time team

member at any time. For clarity, the provision of standing consent and availability does not require a part-time team member to accept additional hours (even if those hours fall within their stated availability) and they may continue to decline any additional hours that may be offered.

- 8.4.4. Additional hours will be paid at the part-time team member's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
- 8.4.5. A part-time team member will not be rostered to work a total number of hours (contract hours and additional hours combined) in excess of 144 hours in any 4-week cycle without the payment of overtime rates.
- 8.4.6. Any additional hours worked by a part-time team member will be worked in accordance with the rostering provisions contained in clause 8.3.
- 8.4.7. In the event a part-time team member cannot work agreed additional hours due to illness, injury or an unforeseen emergency (such as natural disaster), the team member may access leave in accordance with an applicable leave clause in this Agreement.

8.5. Permanent increase in contract hours or conversion to full-time employment

- 8.5.1. Once a part-time team member has been working additional hours for at least 1 year, the team member can elect to increase their contract hours by the average number of additional hours worked each week in the previous 52 weeks (excluding any hours worked as part of a fixed or maximum term contract arrangement under clause 13, and excluding any time rostered outside of this Agreement).
- 8.5.2. Endeavour Group will then increase the team member's contract hours and adjust the team member's standard roster to add the new hours at times and days suitable to the team member, subject to the operational needs of Endeavour Group.
- 8.5.3. A team member can elect to increase their contract hours on a yearly basis at the end of each further 52-week period if the team member is continuing to accept additional hours on top of their contract hours.
- 8.5.4. In exceptional circumstances that have given rise to a period where Endeavour Group does not have additional hours to roster (including a renovation or refurbishment, a natural disaster or the entry of new competition), Endeavour Group can delay the implementation of an increase to a team member's contract hours by up to 3 months.
- 8.5.5. If, under this provision, a part-time team member works additional hours and over a period of time increases their contract hours to 35 hours per week, and they work 35 hours per week for 1 year, then the team member may elect to become a full-time team member working 38 hours per week.

8.6. Rostering principles - Casual team members

8.6.1. Casual team member hours of work must meet the following principles:

Rostering principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of hours per day	9 hours (with up to 11 hours on 1 day each week)
Maximum number of engagements per day	1 (unless agreed Voluntary Additional Start shifts are worked in accordance with clause 8.9)
Maximum number of hours each week	38 hours
Maximum number of days each week	Up to 5 days (or 6 days in one week, provided that a casual team member will not work more than 20 starts in one 4-week cycle)
Maximum number of consecutive days worked	6 days

- 8.6.2. Where practical, Endeavour Group will notify casual team members of their anticipated days and hours of work at least 14 days in advance.
- 8.6.3. If a casual team member's roster is not made available in accordance with clause 8.6.2, Endeavour Group will tell the team member about their roster as soon as possible – including notifying the team member in person, by phone, voicemail, text message, email or via an application, or any other method of communication the team member prefers.
- 8.6.4. Shift start times may only be changed if Endeavour Group contact the team member before they have arrived for the start of the shift.
- 8.6.5. Once a roster has been communicated to a casual team member, where that roster changes and the change affects a casual team member, then Endeavour Group must let the team member know about the change as efficiently as practicable which may be in person, by phone, voicemail, text message, email or via an application or any other method of communication that the team member prefers.
- 8.6.6. If a casual team member needs to temporarily change their availability to not be rostered to attend to studies or exams they may notify Endeavour Group and be given appropriate consideration for roster changes without prejudice to being rostered to work again in the future.
- 8.6.7. Where a casual team member leaves early due to illness, payment will be for hours worked only.

8.7. Casual conversion to permanent employment

- 8.7.1. Casual team members who have been employed for at least six months, in accordance with Division 4A of Part 2-2 of the Fair Work Act, may request to become a part-time or a full-time team member. Endeavour Group may accept or not accept such a request in accordance with Division 4A of Part 2-2.
- 8.7.2. Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Fair Work Act and/or under clause 22 - Resolving Disputes.

8.8. Cross-site and Cross-brand work

- 8.8.1. All team members will be engaged at a home store (or, in the case of Customer Hub team members, engaged at an Endeavour Group site).

Agreement to work cross-site and cross-brand work

- 8.8.2. Endeavour Group and a team member may agree for the team member to work across Endeavour Group's brands and sites (in addition to the home store) in accordance with clause 3.5 and the following:
- a) Where an agreement has been reached in clause 8.8.2, a team member will nominate additional store locations that they are willing to work at.
 - b) Endeavour Group will maintain a record of the home store and nominated additional locations.
 - c) A team member may withdraw their agreement to work across multiple locations by giving 28 days' notice. A team member acknowledges that this may result in a decrease in their total contract hours.
 - d) Endeavour Group may also withdraw its agreement by providing 28 days' notice. The team member will not be prejudiced as a result of Endeavour Group withdrawing their agreement. Where team members work cross store or cross brand as part of their standard roster or regular hours of work, Endeavour Group will comply with clause 9.1 of this Agreement.
- 8.8.3. Endeavour Group and a team member may agree to work a complete shift or within the same shift, at a location other than their home store either on an ad hoc or ongoing basis.
- 8.8.4. Where a team member works a complete shift at a location other than their home store the travel allowances and reimbursements in clauses 5.2 and 5.3 will not apply.
- 8.8.5. Same shift
- a) A team member may work at multiple locations within the same shift.
 - b) Any such shift will be treated as one shift for all purposes of this Agreement.
 - c) Any time spent travelling between locations will be treated as time worked. The travel allowances and reimbursements in clauses 5.2 and 5.3 will apply.
 - d) Team members are entitled to meal and rest breaks in accordance with this Agreement. Team members will not be required to take any such breaks in the period spent travelling between locations. For the avoidance of doubt, breaks may be taken before departing the first location or upon arrival at the second location.
- 8.8.6. The rostering provisions in this Agreement will apply to work undertaken in the team member's home store or other location.
- 8.8.7. A team member will be paid at the rate commensurate with the duties performed at the location where they are performed in accordance with this Agreement.

Requirement to work cross-site and cross-band work

- 8.8.8. Endeavour Group may require a team member to work a complete shift or within the same shift, at another location that is within a reasonable distance from their home store for the purposes of breaks coverage or unexpected absences. A team member may refuse a direction if the alternative location is not within a reasonable distance from their home store.
- 8.8.9. Nothing in this clause 8.8 restricts Endeavour Group's ability to issue a direction to team members (in accordance with a contract of employment or otherwise) in relation to the location for the performance of work.

8.9. Voluntary Additional Start

- 8.9.1. Team members may agree in writing (in accordance with clause 3.5) to work 2 shifts on the same day (**Voluntary Additional Start**).
- 8.9.2. A team member may agree to be rostered to work Voluntary Additional Start shifts, only after having commenced employment with Endeavour Group.
- 8.9.3. A part-time team member may request Voluntary Additional Start shifts be included in their regular pattern of work for the purposes of clause 8.1.
- 8.9.4. On a day where 2 shifts are worked as a Voluntary Additional Start:
- a) the minimum number of hours for both the first shift and the Voluntary Additional Start will be 3 hours;
 - b) there will be a break of not less than two hours between the first shift and the Voluntary Additional Start shift on the day;
 - c) both shifts will be paid at the Base Rate of Pay plus penalties (if applicable);
 - d) all work on the day will be treated as 1 shift for the purpose of all other rostering provisions, including calculating a team member's entitlement to payment at overtime rates;
 - e) breaks will apply to the hours within each shift, assessed separately;
 - f) the minimum break between shifts in clause 7.3 does not apply to the period between the 2 shifts; and
 - g) the Recall allowance in clause 5.2 does not apply.
- 8.9.5. Where there is agreement, Endeavour Group may offer a Voluntary Additional Start shift at an alternative location under **Clause 8.8 Cross-Site and Cross-Brand work**.
- 8.9.6. A team member may withdraw their agreement to work a Voluntary Additional Start shift at any time in writing. Where a team member withdraws their agreement this will take effect from the later of either:
- a) the start of the next roster cycle; or
 - b) at the conclusion of the published roster.

8.10. Team member meetings and training

- 8.10.1. All training that must be completed as a requirement of a team member's role will be completed during rostered hours. Training performed outside of a team member's rostered hours will only be paid if:
- a) The team member has been directed to complete the training by Endeavour Group; and
 - b) Endeavour Group has agreed in writing before the training occurs, that the training can be completed outside of a team member's rostered hours at a specific time agreed to between the team member and Endeavour Group.
- 8.10.2. Voluntary team member training, on a stand-alone paid shift for a minimum of 2 hours, may be offered to team members on no more than 4 occasions per calendar year.
- 8.10.3. Endeavour Group may schedule team member meetings of up to 60 minutes, with 1 weeks notice, up to 6 times per calendar year. These meetings will be voluntary. All time in attendance at these meetings will be paid, with a minimum payment of 1 hour. Endeavour Group will endeavour to conduct these meetings immediately before, during, or immediately after a team member's shift.
- 8.10.4. Where Endeavour Group or another party, arranges a product knowledge function or event for team members outside of their standard roster or working hours, the team member's attendance will be voluntary. Consistent with the voluntary nature of such attendance, no payment or allowances will apply.

Clause 9 - Roster changes

What's this about?

Retail is a dynamic industry, which means we may have to change how we roster. Before we do, we will discuss this with you and this clause outlines how we will do this.

9.1. Change of standard roster

- 9.1.1. At times Endeavour Group will need to make changes to standard rosters. When contemplating such roster changes, Endeavour Group will be mindful of the team member's needs, including family or carer responsibilities, study commitments, religious observance, safe transport home and any genuine sporting commitments which the team member is actively competing in.
- 9.1.2. Endeavour Group will not frequently change a team member's standard roster.
- 9.1.3. Endeavour Group will consult with a team member about a proposed standard roster change by providing the impacted team member with information about the proposed change and inviting the team member to provide their views on the impact of the proposed change.
- 9.1.4. Endeavour Group will give the team member at least 7 days' notice of a change to their standard roster, however by agreement between a team member and Endeavour Group, a roster may be changed on less than 7 days' notice.
- 9.1.5. If a team member disagrees with a proposed change to their standard roster, they will be given at least 14 days' notice instead of 7 days' notice, and during that time there will be discussions between the team member and Endeavour Group aimed at resolving the dispute about the roster change in accordance with the dispute resolution procedure in clause 22. In the meantime, the team member's roster remains unchanged until the dispute is resolved.
- 9.1.6. Where a team member's roster is changed for a once only event and the roster reverts to the previous pattern the following week, any extra work done by the team member as a result of the roster change will be paid at overtime, except where the change is by mutual agreement.
- 9.1.7. Standard rosters will not be changed for the purpose of avoiding any entitlements under this Agreement. Should this occur, the team member will be entitled to any applicable benefit as if the roster had not been changed.
- 9.1.8. Team members may swap rostered shifts with other team members in the same store provided:
 - a) the shifts are of the exact same length; and
 - b) the swap does not cause a breach of the rostering principles in clauses 8.2.2, 8.3.1 or 8.6.1; and
 - c) it is by mutual written agreement between the team members concerned; and
 - d) management have approved in writing the swap of shifts before they occur; and
 - e) the team members concerned will be paid for the actual time worked including any penalties and allowances applicable.

- 9.1.9. Any team member who is eligible to do so may make a request for flexible working arrangements as provided for in clause 9.3.

9.2. Endeavour Group's consultation obligations when making roster changes

- 9.2.1. Where Endeavour Group proposes to introduce a change to the standard or regular roster or ordinary hours of work of a team member or team members, Endeavour Group must consult with the relevant team member(s) about the proposed change.
- 9.2.2. The relevant team member(s) may appoint the Union or another person as their representative for the purposes of the procedures in this clause 9.2.
- 9.2.3. Endeavour Group must recognise a team member's (or team members') representative, if:
- a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
 - b) the team member or team members advise Endeavour Group of the identity of the representative.
- 9.2.4. As soon as practicable after proposing to introduce the change, Endeavour Group must:
- a) discuss with the relevant team member the introduction of the change; and
 - b) for the purposes of the discussion - provide to the relevant team members:
 - i) all relevant information about the change, including the nature of the change;
 - ii) information about what Endeavour Group reasonably believes will be the effects of the change on the team members will be;
 - iii) information about any other matters that Endeavour Group reasonably believes are likely to affect the team members; and
 - iv) invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.2.5. However, Endeavour Group is not required to disclose confidential or commercially sensitive information to the relevant team members.
- 9.2.6. Endeavour Group must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- 9.2.7. For the purposes of this clause, 'relevant team member' does not mean a team member(s) whose working hours are irregular, sporadic or unpredictable.
- 9.2.8. If a part-time team member accepts additional hours under clause 8.4, this does not constitute a change to their standard roster for the purposes of this clause.

9.3. Requests for flexible working arrangements

9.3.1. Team members can make a written request to Endeavour Group to change their working arrangements due to the following circumstances:

- a) the team member is pregnant;
- b) the team member is the parent, or has responsibility for the care of a child who is of school age or younger;
- c) the team member is a carer (within the meaning of the *Carer Recognition Act 2010*);
- d) the team member has a disability;
- e) the team member is 55 or older;
- f) the team member is experiencing family and domestic violence;
- g) the team member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing family and domestic violence.

9.3.2. A team member is not entitled to make the request unless:

- a) the team member has completed at least 12 months of continuous service with Endeavour Group immediately before making the request; and
- b) if the team member is a casual, they are a long term casual team member immediately prior to making the request and they have a reasonable expectation of continuing employment by Endeavour Group on a regular and systematic basis.

9.3.3. An eligible team member's request for flexible working arrangements must be in writing and set out both the changes being sought, and the reasons for those changes.

9.3.4. Endeavour Group must provide the team member with a written response to the request within 21 days, stating whether the request is granted or refused.

9.3.5. The response must:

- a) state that Endeavour Group grants the request; or
- b) if, following discussion between Endeavour Group and the team member, Endeavour Group and the team member agree to a change to the team member's working arrangements that differs from that set out in the request and set out the agreed change; or
- c) state that Endeavour Group refuses the request.

9.3.6. Endeavour Group may only refuse a request if:

- a) it has discussed the request with the team member; and
- b) genuinely tried to reach an agreement with the team member about changing their working arrangements to accommodate them; and

- c) Endeavour Group and the team member have not reached such an agreement; and
- d) The refusal is on reasonable business grounds.

9.3.7. If Endeavour Group refuses the request, the written response must include:

- a) details of the reasons for the refusal including the business grounds for the refusal and how the grounds apply to the refusal;
- b) either set out the changes that Endeavour Group would be willing to make to accommodate the team member's request, or state that there are no such changes; and
- e) set out the effect of sections 65B and 65C of the Fair Work Act.

9.3.8. Without limiting what reasonable business grounds are, such grounds which may include, but are not limited to, the following:

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

9.3.9. Endeavour Group or the team member may make an application to the FWC to deal with a dispute in relation to a request for a flexible working arrangement

Clause 10 - Overtime

What's this about?

There may be times when we ask you to work outside the hours you are rostered, and these hours may be considered overtime. This clause tells you when, and how, you will be paid for working overtime.

10.1. Reasonable overtime

- 10.1.1. Endeavour Group may require a team member to work reasonable overtime at overtime rates in accordance with this clause.
- 10.1.2. A team member can refuse to work overtime where working overtime would be unreasonable having regard to:
- a) the team member's health and safety;
 - b) the team member's personal circumstances including any family or carer responsibilities;
 - c) the needs of the workplace;
 - d) the amount of notice given by Endeavour Group in relation to working overtime and the amount of notice given by the team member of their intention to refuse overtime;
 - e) any other relevant matter.

10.2. Overtime for full-time team members

- 10.2.1. Full-time team members will be paid overtime rates for all hours worked outside of the rostering principles in clause 8.2, including for all hours worked:
- a) in excess of 152 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
 - b) in excess of 19 days per 4-week cycle (for team members on a 19-start roster) or 20 days per 4-week cycle (for team members on a 20-start roster);
 - c) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
 - d) outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2.

10.3. Overtime for part-time team members

Part-time team members will be paid overtime for all hours worked outside of the rostering principles in clause 8.3, including for all hours worked:

- a) in excess of 144 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
- b) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
- c) in excess of 38 hours in any one week;

- d) outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2;
- e) in excess of a team member's contract hours, or rostered shift, except as provided for in clause 8.4 (additional hours).

10.4. Overtime for casual team members

Casual team members will be paid overtime for all hours worked:

- a) in excess of 38 ordinary hours per week or, where the casual team member works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;
- b) in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
- c) outside the span of hours in clause 6.1.1, unless worked in accordance with clause 6.1.2.

10.5. Overtime rates of pay

Overtime is calculated on a daily basis. Overtime rates are as follows:

Full-time and part time team members		
Day	First 3 hours of overtime % of ordinary rate	Subsequent hours of overtime % of ordinary rate
Monday to Saturday inclusive	150%	200%
Sunday	200%	200%
Public Holidays	250%	250%

Casual team members (including casual loading)		
Day	First 3 hours of overtime % of ordinary rate	Subsequent hours of overtime % of ordinary rate
Monday to Saturday inclusive	175%	225%
Sunday	225%	225%
Public Holidays	275%	275%

Clause 11 - Shiftwork

What's this about?

As our business operates for extended hours, you may be specifically engaged as a 'shiftworker'. Team members should be aware of the different conditions which apply to 'shiftwork' arrangements...take a look.

11.1. Application of shiftwork clause

- 11.1.1. This clause will apply only to team members specifically employed as shiftworkers under this Agreement.
- 11.1.2. For the avoidance of doubt, this clause does not apply to a team member who is not specifically employed as a shiftworker even if they work additional hours or overtime.

11.2. Shiftwork definition

- 11.2.1. For the purposes of this clause shiftwork means a shift starting at or after 6:00 pm on one day and before 5:00 am on the following day.
- 11.2.2. Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in clause 6.1.1.
- 11.2.3. All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.

11.3. Rates of pay for shiftwork

- 11.3.1. Shiftwork rates table:

Day	Full-time and part-time rate	Casual rate (inclusive of casual loading)
Shiftwork between midnight Sunday and midnight Friday	Base rate +30%	Base rate +55%
Shiftwork on a Saturday	Base rate +50%	Base rate +75%
Shiftwork on a Sunday	Base rate + 75%	Base rate + 100%
Shiftwork on a Public Holiday (voluntary)	Public holiday rates apply	Public holiday rates apply

- 11.3.2. Where a team member volunteers to work on a public holiday shift then the provisions set out in clause 20 (public holidays) will apply for all hours of the shift. For the purposes of this clause, where a shift falls partly on a public holiday, the shift which commences on the public holiday will be regarded as the public holiday shift. If the team member does not volunteer to work on a public holiday shift such team member will be entitled to be absent without loss of pay.
- 11.3.3. Where it is agreed between Endeavour Group and the majority of team members at any given store or site who are engaged under the provisions of this clause, another shift may be substituted for the shift which commences on the public holiday as the public holiday shift and in such instance the provisions of clause 20 (public holidays) relating to such holiday will apply only to the day so substituted.

11.4. Rest breaks and meal breaks

Notwithstanding clause 7 (breaks) all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

11.5. Rosters

- 11.5.1. Endeavour Group will not vary shiftwork rosters to avoid the provision of public holiday entitlements for shiftworkers.
- 11.5.2. Rosters of shiftworkers cannot be arranged to have the shiftworker work both shiftwork and nonshiftwork in the same week.

11.6. Conversion to shiftwork

A team member who is not currently employed as a shiftworker for the purposes of this clause may become a shiftworker if Endeavour Group offers the team member the opportunity to convert to shiftwork and the team member agrees. Endeavour Group cannot require an existing team member to change their current employment status to that of a shiftworker.

Clause 12 - Individual flexibility arrangements

What's this about?

While there are lots of options in this Agreement about how you can work, sometimes they may not fit your circumstances. This clause sets out how we may be able to agree to vary some of the Agreement so you can work how you want/need to.

12.1. Making an individual flexibility arrangement

- 12.1.1. Endeavour Group and any team member whose employment with Endeavour Group has commenced, and is covered by this Agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with one or more of the following matters: arrangements about when work is performed; overtime rates; penalty rates; allowances; leave loading; and
 - b) the arrangement meets the genuine needs of Endeavour Group and the team member in relation to 1 or more of the matters set out in paragraph (a); and
 - c) the arrangement is genuinely agreed to by Endeavour Group and the team member without coercion or duress.

12.2. Terms of the individual flexibility arrangement

- 12.2.1. Endeavour Group must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act; and
 - b) are not unlawful terms under section 194 of the Fair Work Act; and
 - c) result in the team member being better off overall than the team member would be if no arrangement was made.
- 12.2.2. Endeavour Group must ensure that the individual flexibility arrangement is in writing, includes the name of Endeavour Group and the team member and is signed by Endeavour Group and the team member.
- 12.2.3. Endeavour Group must ensure that the written individual flexibility arrangement includes details of:
- a) the terms of the Agreement that will be varied by the arrangement; and
 - b) how the arrangement will vary the effect of the terms; and
 - c) how the team member will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - d) the date on which the arrangement commences.
- 12.2.4. Endeavour Group must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to. Endeavour Group will also retain a copy.
- 12.2.5. Endeavour Group or the team member may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if Endeavour Group and the team member agree in writing - at any time.

Clause 13 - Temporary or fixed term engagement

What's this about?

There may be times when we have an opportunity for team members to take on permanent roles on a temporary basis, this clause sets out how such arrangements will work.

13.1. Fixed term or temporary engagement

- 13.1.1. Endeavour Group may employ new team members or existing team members on a fixed or maximum term part-time or full-time contract. Entry into a fixed or maximum term contract is voluntary, and Endeavour Group will provide team members with terms and conditions of a fixed or maximum term contract before it is entered into, including the proposed start and end dates.
- 13.1.2. A fixed or maximum term contract may be between 2 weeks and 52 weeks in duration, and will not run consecutively except where the contract is being extended for the purposes of an extension to parental leave. A parental leave cover fixed-term or maximum term contract can be up to 104 weeks in duration.
- 13.1.3. A team member on a fixed or maximum term part-time or full-time contract will receive all of the benefits that apply to permanent team members under this Agreement.
- 13.1.4. Where an existing team member accepts a fixed or maximum term contract, they will continue to accrue all of their entitlements for the duration of the fixed or maximum term based on the number of hours worked. At the conclusion of the fixed or maximum term contract the existing team member is entitled to return to their previous position without disadvantage and without breaking continuity of employment.
- 13.1.5. Where a casual team member accepts a fixed or maximum term contract for part-time or full-time employment they will accrue all appropriate entitlements. At the end of the fixed or maximum term if the team member reverts to casual:
- a) Any accrued, but untaken personal carers leave, will not be paid out and will be available to use during a future fixed or maximum term contract, or if the casual team member commences permanent employment.
 - b) Any accrued, but untaken annual leave will be paid out to the team member.
- 13.1.6. For the avoidance of doubt, where an existing team member accepts a fixed or maximum term contract, the team member is not engaged under a contract of employment for a specified period of time for the purposes of section 386(2) of the Fair Work Act.
- 13.1.7. Hours worked on a fixed or maximum term contract do not count when calculating average weekly hours for the purposes of casual or part-time conversation under clauses 8.7 and 8.5 this Agreement.

Clause 14 - Annual leave

What's this about?

Taking regular and meaningful breaks from work is important to your health and wellbeing. This clause sets out your entitlement to annual leave or holidays from work.

14.1. Annual leave entitlement

14.1.1. Except as otherwise provided for in this Agreement, annual leave is provided for in the NES. Annual leave accrues progressively during each year as follows:

Team member	Entitlement
Full - time team members	4 weeks of annual leave for each year of continuous service
Part - time team members	4 weeks of annual leave for each year of continuous service calculated on a pro-rata basis based on their ordinary hours of work <i>For example, a part-time team member who works 10 hours per week for 1 year will accumulate 40 hours of annual leave that year – the equivalent of 4 weeks for that team member.</i>
Casual team members	Not entitled to annual leave. Casual team members receive 25% casual loading in lieu of entitlements including paid annual leave entitlements

14.1.2. Where a public holiday in the place where a team member works falls on a day of paid annual leave, that day or part day is treated as a public holiday (day or part day off with pay based on the team member's base rate of pay) and will not be deducted from their annual leave entitlement.

14.1.3. Annual leave for Part-time team members is taken at the pro-rata amount of their average ordinary hours worked over the previous 12 months (including additional hours under clause 8.4), unless taken for a single shift.

14.2. Taking annual leave

14.2.1. Annual leave will be taken at a time mutually agreed by Endeavour Group and the team member. Team members are encouraged to plan and notify Endeavour Group of their annual leave as far as possible in advance, providing at least 4 weeks' notice.

14.2.2. Endeavour Group will consider and respond to an annual leave request within 4 weeks from the date the request is received. Consideration will be given to team members' requests for leave to coincide with their partner or spouses' leave, and Endeavour Group will not unreasonably refuse to grant a team member's request to take paid annual leave.

14.3. Excessive accrued annual leave

14.3.1. The purpose of annual leave is to ensure team members take time for a break, to rest and relax. Endeavour Group encourages team members to plan for and take leave annually to avoid accruing excessive leave. A team member has an excessive annual leave accrual if the team member has accrued more than 8 weeks' paid annual leave (or more than 10 weeks' paid annual leave for a shiftworker).

- 14.3.2. If a team member has an excessive annual leave accrual, Endeavour Group or the team member may initiate discussions to genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.
- 14.3.3. In the absence of an agreement, Appendix D sets out the process for Endeavour Group to direct a team member who has excessive annual leave accrual to take paid annual leave, and the process for a team member to require Endeavour Group to grant a paid annual leave request to the team member.

14.4. Payment of annual leave and leave loading

- 14.4.1. A team member will receive payment for annual leave in their normal pay cycle during the leave period.
- 14.4.2. During a period of annual leave taken by a team member, the team member (other than a team member who is a shiftworker under this Agreement) will receive annual leave loading calculated at 17.5% of their base rate, or the relevant weeknight and weekend penalty rates – whichever is greater but not both.
- 14.4.3. During a period of leave taken by a team member who is a shiftworker under this Agreement, the team member will receive annual leave loading calculated at 17.5% of their base rate of pay or their shift loading – whichever is greater but not both.

14.5. Annual leave on termination of employment

Full-time and part-time team members will be paid their accrued but untaken annual leave (plus applicable leave loading) on the termination of their employment.

14.6. Annual leave re-crediting

- 14.6.1. A team member who during a period of annual leave would otherwise be entitled to any other leave under this Agreement or the NES (except unpaid leave) may apply to have their annual leave re-credited for the period that the team member was entitled to be on other leave, subject to the team member providing documentation in accordance with the relevant leave clause in this Agreement.
- 14.6.2. To facilitate the re-crediting of annual leave it will be necessary for Endeavour Group to deduct the value of any loading (in the form of the 17.5% loading, or penalty rates, or shift loading paid in accordance with clause 14.4) for the period of leave re-credited from the team member's weekly earnings. This may occur in the current pay cycle or within a pay cycle over the following 4 weeks.

14.7. Cashing out of annual leave

- 14.7.1. A team member who has an accrued annual leave entitlement in excess of 4 weeks, may make an application to 'cash-out' a period of annual leave. Endeavour Group may approve such application subject to the following:
 - a) the team member must retain a paid annual leave entitlement of not less than 4 weeks;
 - b) each 'cashing out' of annual leave must be by a separate agreement, in writing, between Endeavour Group and the team member;
 - c) the team member will be paid the amount that would have been payable had the team member taken that period of annual leave;

- d) the team member's annual leave entitlement will be reduced accordingly; and
- e) a maximum of 2 weeks accrued paid annual leave may be cashed out in any period of 12 months.

14.8. Annual leave "at half pay"

- 14.8.1. Endeavour Group wants to support team members to take additional time off and so we offer the option of taking annual leave "at half pay".
- 14.8.2. When a team member applies for leave "at half pay" they are applying for a period of paid leave and an equal period of unpaid leave. These periods are taken one after another and pay for the paid leave period is spread over the full leave period.
- 14.8.3. This means that while team members are on leave "at half pay" they will:
 - a) receive their normal annual leave entitlement pay spread over the total period of their absence; and
 - b) accrue half of the leave they would normally accrue (because they are only accruing for the paid half of the leave period).
- 14.8.4. Annual leave "at half pay" must be taken in 2 week increments to a maximum of 4 periods i.e. 8 weeks in total (which would use 4 weeks of accrued annual leave) in a 12-month period.
- 14.8.5. Team members can take annual leave "at half pay" if:
 - a) all accessible long service leave has been exhausted; and
 - b) they have 8 weeks or less accrued annual leave.
- 14.8.6. Public holidays that fall during the paid annual leave portion of a leave "at half pay" period will be paid in accordance with clause 20. Public holidays that fall during the unpaid portion of a leave "at half pay" period will be unpaid.

14.9. Additional week

For the purpose of the additional week of annual leave provided to shiftworkers in the NES, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

14.10. Close-down

Endeavour Group may require a team member to take annual leave as part of a close-down of its operations, or part of its operations, if reasonable alternative work cannot be found. If this is required, Endeavour Group must give the team member at least 4 weeks' notice before the period of leave is to commence.

Clause 15 - Personal and carer's leave

What's this about?

If you are sick or suffering from an injury and unable to work, or you need to care for a member of your immediate family or household, this clause sets out the leave available to you.

15.1. Personal leave entitlement

- 15.1.1. Full-time and part-time team members are entitled to take personal leave when they are unfit to attend work on a day that they are rostered to work, due to a personal illness or injury (including psychological and mental illness).
- 15.1.2. A full-time team member is entitled to 10 days paid personal leave per year in accordance with the NES plus 1 additional day, 11 days per year in total. Part-time team members are entitled to the 11 days personal leave calculated on a pro rata basis in accordance with their ordinary hours of work. Casual team members are not entitled to paid personal leave.
- 15.1.3. Personal leave accrues progressively. Unused personal leave accumulates from year to year but is not paid out on termination or cessation of employment for any reason.
- 15.1.4. When paid personal leave is taken, team members will be paid their base rate of pay for the hours normally rostered to work. Penalty rates are not applied.
- 15.1.5. A team member is not entitled to paid personal leave for any period in respect of which they are entitled to workers compensation.

15.2. Taking paid personal leave

- 15.2.1. If a team member is unable to attend work due to a personal illness or injury, where practicable they should notify their manager / Store Manager (as applicable) or relevant supervisor as soon as they can prior to the start of their shift. Endeavour Group appreciates being given notice to enable the shift to be filled or other operational changes to be made. When notifying Endeavour Group, the team member should advise the nature of the illness or injury (if it is reasonable to do so) and the estimated duration of the team member's absence.

15.3. Documentation

Before making payment to a team member in respect of paid personal leave, Endeavour Group may require a team member to provide evidence in support of their absence as follows:

Period of absence in any calendar year (paid and unpaid personal leave)	Documentation that may be required
First four single shift absences	No documentation required unless the shift falls on a day before or after a public holiday, in which case the rule below applies.
Any period of personal leave falling on the day before or after a public holiday	Evidence that would satisfy a reasonable person, such as a medical certificate issued by a registered medical practitioner or a statutory declaration.
Any other period of personal leave (for example 2 or more consecutive shifts, or 5th single shift, and any subsequent absences)	Evidence that would satisfy a reasonable person, such as a medical certificate issued by a registered medical practitioner or a statutory declaration.

15.4. Carer's leave

- 15.4.1. Full-time and part-time team members may also use their accrued personal leave entitlements to take paid time off for the purpose of providing care or support to an immediate family member or a member of the team member's household who requires care or support due to a personal illness, or injury of the person, or an unexpected emergency affecting the person.
- 15.4.2. Unpaid carer's leave can be taken when the team member's entitlement to paid personal leave (if any) has been exhausted. Unpaid carer's leave may be taken as a single, unbroken, period of 2 days, or two separate periods of 1 day each, or any separate periods to which Endeavour Group and the team member agree. The 2 days unpaid carer's leave may be taken per occasion. Casual team members are entitled to unpaid carer's leave. Unpaid carer's leave may be extended by agreement with Endeavour Group.
- 15.4.3. A team member must notify Endeavour Group as soon as is reasonably practicable of their need to take carer's leave, and the anticipated duration of leave.
- 15.4.4. If required by Endeavour Group, the team member will provide evidence that would satisfy a reasonable person of the need to take leave.
- 15.4.5. If a team member takes carer's leave for the purpose of caring for a member of their immediate family or a member of the team member's household who is frail or aged or has a long-term disability or illness, the team member can provide evidence of the need to take carer's leave for this purpose once per 6 months, which will apply for any future leave required for this caring responsibility for the next 6-month period.

15.5. Personal Choice Leave

- 15.5.1. Full-time and part-time team members are entitled to 1 day Personal Choice Leave per calendar year to attend to lifestyle and wellbeing needs, birthdays, cultural and religious activities, or any other activity that is important to them. Personal Choice Leave is taken from a team member's accrued personal leave entitlements.
- 15.5.2. Personal Choice Leave is not cumulative year on year. Any unused Personal Choice Leave will expire at the end of the calendar year and will not be paid out in the event of a team member no longer working for Endeavour Group.
- 15.5.3. When Personal Choice Leave is taken, team members will be paid their base rate of pay for the hours normally rostered to work. Penalty rates are not applied.
- 15.5.4. In light of operational requirements, team members must provide as much notice as possible of their intention to take a Personal Choice Leave day. Line Managers have the discretion not to approve Personal Choice Leave due to customer and service requirements.

Clause 16 - Compassionate leave

What's this about?

In the unfortunate event that you need it, this clause sets out the leave available where a member of your family or household passes away or has a life-threatening illness/injury.

16.1. Compassionate leave entitlements

16.1.1. Full-time and part-time team members are entitled to paid compassionate leave as follows:

Where the absence is due to:	The maximum number of days of paid compassionate leave per occasion will be:
The death of a team member's spouse, parent, child, sibling (including step siblings) or Found Family.	10 days
The death of a team member's parent-in-law, sister or brother-in-law, daughter or son-in-law, grandparent, grandparent-in-law, de facto parent-in-law, grandchild, cousin, uncle, aunt, niece, nephew or Godparent.	3 days
A stillbirth of a child where the child would have been a member of the team member's immediate family or a member of the team member's household, if the child had been born alive.	10 days
The team member or the team member's spouse or de facto partner has a miscarriage, not resulting in a stillborn child, and the spouse or de facto partner are not a former spouse or former de facto partner.	3 days
The death of a member of a team member's household (excluding those referred to above).	2 days
Attending the funeral of a significant other .	1 day
Spending time with an immediate family member of the team member or a member of the team member's household, who has a personal illness or sustains a personal injury that poses a serious threat to his or her life.	2 days (which can be taken as a single unbroken period of 2 days, or 2 non-consecutive days as agreed)

16.1.2. For the purposes of clause 16.1.1:

- a) Parent includes step-parent and foster parent.
- b) Child means a team member's natural or adopted child, step child or any child that the team member has care or custody of as a result of a Court or guardianship order.
- c) Spouse means a current or former spouse.
- d) Found Family means where the team member is out of contact with a member or members of their Immediate Family, and there is another person with whom the team member has a genuine relationship of identifiable equivalent significance.

16.1.3. In addition to the entitlement above, a team member will be entitled to 2 days of paid leave to attend the funeral of an immediate family member where the team member travels interstate or outside the country.

- 16.1.4. Any paid compassionate leave will be paid at the team member's base rate of pay for hours normally rostered to work. Penalty rates are not applied.
- 16.1.5. Upon request by Endeavour Group in order to be entitled to paid compassionate leave, a team member must provide as soon as reasonably practicable any evidence that would satisfy a reasonable person of the illness, injury or death, and which otherwise meets the requirements of the Fair Work Act.
- 16.1.6. Casual team members will be entitled to be absent for two unpaid shifts where a team member's immediate family member or member of the team member's household dies or contracts or develops an illness or injury that poses a serious threat to their life.

Clause 17 - Parental leave

What's this about?

It can be a very exciting stage in life when your family grows, this clause sets out the leave and other entitlements available to you at this time.

17.1. What is parental leave?

- 17.1.1. Parental leave supports team members who provide primary care or share in the care of their newborn or newly adopted child.
- 17.1.2. Team members are entitled to parental leave in accordance with the *Fair Work Act* and Endeavour Group policies, as both are amended from time to time:
 - a) the *Fair Work Act* contains minimum legal entitlements that apply to all team members.
 - b) Endeavour Group's *Consolidated Leave Policy* provides additional entitlements, including paid leave for eligible team members and other benefits.
- 17.1.3. Any team member who may need to take parental leave should first read the current *Consolidated Leave Policy*, and then refer to the *Fair Work Act*.
- 17.1.4. For clarity, the *Consolidated Leave Policy* is not incorporated into this Agreement.
- 17.1.5. If the *Consolidated Leave Policy* is rescinded or reduced, the minimum parental leave entitlements set out in Appendix E will apply.
- 17.1.6. Team members returning to work from parental leave may request, and Endeavour Group may agree, to return on fewer hours than their contract provided before they went on parental leave, either permanently or for a period of time up to when the child is of school age. Any request made by a team member for a flexible return to work will be considered, taking into account the team member's position and the operational needs of the business, in accordance with the requests for flexible work arrangements provisions in clause 9.3 of this Agreement.

17.2. Pre-natal leave and pre-adoption leave

- 17.2.1. A full-time or part-time team member who is pregnant or about to adopt a child, or whose spouse is pregnant or about to adopt a child, may access their personal/carer's leave entitlement or unpaid leave for medical appointments associated with pregnancy or pre-adoption.
- 17.2.2. Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.
- 17.2.3. The team member will provide Endeavour Group with notice as soon as practicable on each occasion of their requirement to take pre-natal or pre-adoption leave for prenatal or pre-adoption appointments.
- 17.2.4. Team members may be required to provide Endeavour Group with proof of attendance at a medical appointment in accordance with the evidence requirements in clause 15.3.

17.2.5. The actual time taken off to attend each appointment will be deducted from the team member's accrued personal/carers leave entitlement and will be paid at the team members base rate of pay. Such leave of absence will not break the team members continuity of employment.

Clause 18 - Family and domestic violence leave

What's this about?

We recognise that team members experiencing family or domestic violence may need some additional support. This clause sets out how we will provide support and treat matters confidentially.

18.1. Purpose of family and domestic violence leave

Endeavour Group recognises that team members who experience family and domestic violence may need additional support to deal with the impact of the family and domestic violence, particularly to make arrangements for their safety and the safety of others, attend medical appointments, court appointments, access police services and related activities which are impractical for a team member to deal with outside of their ordinary hours of work.

18.2. Entitlement to paid leave

- 18.2.1. Each year, team members are entitled to 10 days' paid leave to deal with family and domestic violence. The entitlement:
- a) is available in full at the start of each 12-month period of the team member's employment;
 - b) does not accumulate from year to year;
 - c) for Full-time and Part-time Team members, is paid at the team member's full rate of pay for the hours normally rostered to work; or
 - d) for a casual team member at their full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered (subject to clause 18.2.3); and
 - e) is not paid out on termination of employment if unused.
- 18.2.2. A casual team member is taken to have been rostered to work hours in a period if the team member has accepted an offer by Endeavour Group of work for those hours.
- 18.2.3. A casual team member who has not been rostered or has not accepted a roster in the period they need the leave, may still be entitled to take paid family and domestic violence leave. In this case, payment for casual team members will be calculated on the average number of shifts and hours worked in the previous 6 months.
- 18.2.4. A team member may take leave to deal with family and domestic violence if the team member:
- a) is experiencing family and domestic violence;
 - b) needs to do something to deal with the impact of family and domestic violence (for example, making arrangements for their safety or the safety of others (including relocation), attending urgent court hearings, or accessing police services); and
 - c) it is impractical for the team member to attend to it outside of their ordinary hours of work.

- 18.2.5. Leave may be granted for the purpose of seeking medical, legal or police assistance, for counselling, relocation or other directly related activities.
- 18.2.6. In the event a team member has exhausted their entitlement to paid leave under this clause, they may access other paid leave, including personal leave, carer's leave or annual leave. If they have used their other paid leave, they may take an unpaid leave of absence.
- 18.2.7. A team member who supports a person experiencing family or domestic violence may take personal/carer's leave (as per clause 15) to accompany them to court or hospital or to mind children.
- 18.2.8. Team members are required to notify their manager of such absence on the first day of absence if prior notice is not possible. If possible, the team member should indicate the expected duration of the period of leave. Where not appropriate to notify their manager, or if a team member does not feel comfortable doing so in a particular circumstance, a team member should instead notify Team Services or the relevant People Partner.
- 18.2.9. Endeavour Group may request reasonable supporting evidence in relation to any leave taken under this clause. This may include documentation from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of Evidence.
- 18.2.10. In order to provide support and a safe work environment for a team member experiencing family and domestic violence, Endeavour Group will consider any reasonable request from a team member for:
- a) changes to their spread of hours or pattern of hours and/or shifts;
 - b) job redesign or change of duties;
 - c) relocation to a suitable location within Endeavour Group;
 - d) any other appropriate measures including those available under existing provisions for flexible working arrangements.
- 18.2.11. Endeavour Group will provide all team members experiencing family and domestic violence with access to and support from the available employee assistance services.

18.3. Confidentiality

All personal information concerning matters of family and domestic violence will be kept confidential and may only be used internally, or disclosed externally in exceptional circumstances and where it is imperative to maintain the safety of the team member and/or co-workers.

18.4. Family and domestic violence definitions

All personal information concerning matters of family and domestic violence will be kept confidential and may only be used internally, or disclosed externally in exceptional circumstances and where it is imperative to maintain the safety of the team member and/or co-workers.

For the purposes of this clause 18:

- a) family and domestic violence means violent, threatening or other abusive behaviour by a close relative of a team member that seeks to coerce or control the team member and causes them harm or to be fearful.

b) close relative means:

i) a spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the team member; or

ii) a child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of the team member; or

iii) a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.

Clause 19 - Other Leave

What's this about?

As a member of our team you may also be entitled to other types of leave depending on your circumstances, such as:

- Jury service
- Emergency service leave
- Defence forces leave
- Natural disaster leave
- Blood donor leave
- Long service leave
- Unpaid leave

19.1. Jury service

Team members are entitled to leave of absence and payment for any period of jury service in accordance with the NES and relevant State or Territory legislation, provided that:

- a) where Endeavour Group is required to pay a team member for time spent performing jury service, payment will be made for the whole of the absence required and not limited to the first 10 days of absence.
- b) a team member who is engaged in jury service for more than 2 hours on a given day will not be required to complete their normal rostered shift on that same day.
- c) if a team member is engaged in jury service, they will not be required to complete more than 5 days of jury service and work combined in any week (for example if a team member attends 4 days of jury service, they can only be required to work 1 day in that week).
- d) if a team member is taking paid leave and during the period of paid leave they are required to serve on a jury, the paid leave for the time served on the jury will be re-credited to the team member (less any leave loading or penalties paid).

19.2. Emergency service leave

19.2.1. Full-time and part-time team members will be entitled to up to a maximum of 2 weeks per calendar year paid time off where:

- a) the team member is engaged in voluntary emergency services activities that are coordinated through a recognised emergency management body (such as state emergency services, rescue and firefighting); or
- b) a team member's spouse is engaged in voluntary emergency service activities that are coordinated through a recognised emergency management body (such as state emergency services, rescue and firefighting) and the team member is required to take time off from work to care for their child/children.

19.2.2. During this period of leave, team members will be paid their base rate of pay for the hours normally rostered to work. Any other period of emergency service leave will be unpaid, in accordance with the NES.

19.2.3. It will be the responsibility of the team member to keep Endeavour Group informed about the time off needed to attend to emergency duties. To receive payment, a team member must provide Endeavour Group proof of engagement in emergency services activities.

19.2.4. Casual team members are entitled to unpaid emergency service leave.

19.3. Defence forces leave

19.3.1. A full-time or part-time team member will be allowed paid time off of up to a maximum of 2 weeks per calendar year to attend Defence Forces approved training camps, and Endeavour Group will pay the team member the difference between the payment received for their attendance at such training camp and the base rate of pay they would have received during that period.

19.3.2. To receive payment, a team member must provide Endeavour Group proof of attendance and proof of the Defence Forces rate of pay and total payment received for the time spent in training.

19.3.3. Team members seeking to take Defence Forces Leave must provide notice to Endeavour Group at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.

19.3.4. Casual team members are entitled to unpaid defence forces leave.

19.4. Natural disaster leave

19.4.1. Where a cyclone warning or a state of emergency is declared, or where flooding, earthquake or bushfires occur, or are imminent, team members will be allowed to leave work to care for their family or property where there is a genuine risk.

19.4.2. A full-time or part-time team member is entitled to receive up to a maximum of 3 days paid leave at their base rate of pay if there is a reasonable and justified reason that a team member is unable to attend work due to a natural disaster.

19.4.3. Unless otherwise directed by the State Emergency Services or other emergency services body, where a time has been set for moving from a 'yellow alert' to a 'red alert', stores will close 1 hour before the 'red alert' comes into force.

19.4.4. Where a 'code orange' alert is raised for catastrophic fires and the State or Territory directive is to leave the area, team members will be allowed to take unpaid leave from work for the period that the 'code orange' is in place.

19.4.5. Casual team members are entitled to unpaid natural disaster leave.

19.5. Blood donor leave

19.5.1. A full-time or part-time team member who is absent during ordinary hours of work for the purpose of donating blood will not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.

19.5.2. The team member will arrange for the absence to be on a day suitable to Endeavour Group and be as close as possible to the start or finish of their ordinary hours of work. The team member will notify Endeavour Group as soon as possible of the proposed date and time of the absence and will provide satisfactory proof of attendance at a recognised blood donation service upon Endeavour Group's request.

19.6. Long service leave

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

19.6.2. In addition:

- a) where the applicable State or Territory legislation does not permit long service leave "at half pay", a team member may request to access unpaid leave equivalent to the period of long service leave requested in order to double the period of absence.
- b) State and Territory legislation may provide that where a public holiday falls during a team member's period of taking paid long service leave, they are entitled to be re-credited that day of long service leave. Under this Agreement, where the applicable State or Territory legislation does not provide for such re-crediting, Endeavour Group will re-credit the long service leave.
- c) Long service leave for team members employed in the County of Yancowinna in New South Wales (Broken Hill) will be in accordance with the *Long Service Leave Act 1955 (NSW)* except that the rate of leave accrual will be 1.3 weeks of leave per year of service instead of the rate of accrual specified in the *Long Service Leave Act 1955 (NSW)*.

19.7. Unpaid leave of absence

- 19.7.1. A full-time or part-time team member may apply to take an unpaid leave of absence of one week's duration or more.
- 19.7.2. Unpaid leave will mean an approved leave of absence, which may include, but is not limited to:
 - a) leave for unforeseen personal circumstances such as long-term illness, or
 - b) leave for study commitments.
- 19.7.3. Except for a leave of absence to attend study commitments, all available paid annual and long service leave entitlements must be taken prior to the period of absence, or in the case of an absence related to an illness or injury, all paid personal leave entitlements must be exhausted first.
- 19.7.4. Where a full-time or part-time team member takes an authorised unpaid leave of absence, subject to legislative requirements all entitlements to annual leave, personal leave or long service leave will not accrue from the date of commencing such leave to the date of returning from such leave. Such leave will not break continuity of employment.

Clause 20 - Public holidays

What's this about?

There are special arrangements which apply on days that are recognised as public holidays. Take a look at this clause to understand which days are public holidays and what entitlements you have (as well as what you will be paid if you work) on a public holiday.

20.1. Working or not working on public holidays

- 20.1.1. In this Agreement, public holiday has the same meaning as in the NES.
- 20.1.2. Working on a public holiday is voluntary. A team member cannot be required to work but may volunteer to work on any public holiday as provided for in this clause.
- 20.1.3. Team members who would normally be rostered to work may volunteer to work on a public holiday (or part of it) and will be paid the relevant penalty rate for any time so worked. Endeavour Group may decline any request to volunteer if there is no operational need for the team member to work on a public holiday. All team members are entitled to be absent from work on a day or part-day that is a public holiday in the place where the team member works and cannot be required to work if they do not volunteer to work.
- 20.1.4. Endeavour Group stores may or may not open for trade on public holidays. If an Endeavour Group store is trading on a public holiday, Endeavour Group may communicate to team members that it is seeking volunteers. Endeavour Group is not obliged to roster all team members who volunteer on a public holiday and will roster team members based on operational needs.
- 20.1.5. If a public holiday or a part public holiday is substituted to another day or part day by a law of a State or Territory the substituted day or part day is a public holiday and the original day or part day is not a public holiday.
- 20.1.6. Depending upon whether a team member works on a public holiday or not, the following entitlements will apply:

Team member	If the team member WORKS on the public holidays:	If the team member is ABSENT on the public holidays:
Full-time or part-time team member whose standard roster WOULD include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL (as per clause 20.3)	Day off is paid at ordinary base rate of pay for the rostered working day as per the team member's standard roster (without penalty rates or loadings)
Full-time or part-time team member whose standard roster would NOT include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL (as per clause 20.3)	Unpaid
Casual team member (does not have a standard roster)	Hours worked are paid at public holiday penalty rates	Unpaid

20.1.7. Endeavour Group must not change a team member's standard roster to avoid or reduce a public holiday penalty payment. If this occurs, the team member will be entitled to the payment or benefit of the public holiday they would have received but for the roster change.

20.2. Public holiday penalty rates

20.2.1. The following penalty rates apply for hours worked on public holidays:

Team member	Public Holiday Pay Rate
Full-time and part-time team members	Base rate +125%
Casual team members	Base rate +150% (inclusive of casual loading)

20.2.2. These rates apply instead of any rates in clauses 6.2 and 6.3 and instead of any shiftwork rates in clause 11.

20.3. Time off in lieu (TOIL)

20.3.1. By mutual agreement between Endeavour Group and a full-time or part-time team member, instead of receiving penalty rates for working on a public holiday, the team member can be compensated for working a particular public holiday by either:

- a) an equivalent day or equivalent time off in lieu without loss of pay. The time off must be taken within 28 days of the public holiday occurring or it will be paid out; or
- b) an additional day or equivalent time added to their annual leave balance.

20.3.2. The team member and Endeavour Group are entitled to agree a new choice of payment or time off by agreement on each occasion work is performed on a public holiday. If no agreement can be reached on the method of compensation, the default arrangement shall be the payment of penalty rates.

20.4. Engagement across two days

20.4.1. For the purposes of this clause, where a shift falls partly on a public holiday, a shift that commences on the public holiday shall be regarded as the public holiday shift. Provided that a team member who is not required to work or who elects not to work on a public holiday shift shall be entitled to be absent without loss of pay.

20.5. Part-day public holidays

20.5.1. A part-day public holiday is a public holiday that has been gazetted to start and end within a defined part of a day (e.g. 7pm to midnight on a given day).

20.5.2. Full-time and part-time team members will receive public holiday benefits under this clause 20 in respect of their hours of work normally rostered or actually worked during the part of the day specified as a public holiday. For casual team members working on a part-day public holiday, public holiday benefits only apply to work performed during the part of the day specified as the public holiday

20.5.3. However, minimum daily engagement rostering principles in clauses 8.2.2, 8.3.1 and 8.6.1 must still be met in respect of any overall engagement or shift on the day (e.g. it is possible to have a three hour engagement for a casual or part-time team member from 5:00 pm to 8:00 pm, in which case, assuming the holiday is from 7:00 pm to midnight, clause 20.1.6 will only apply to the hour from 7:00 pm to 8:00 pm).

20.6. Christmas day - where not a public holiday

20.6.1. Work on the 25th of December where not a public holiday (for example under a substitution provision in State or Territory legislation) will be voluntary and work on the day will be paid at the rate of 200% for permanent team members and 225% for casual team members. These rates are in substitution for, and not cumulative upon, any other penalties or loadings.

20.6.2. Full-time and part-time team members rostered to work in store on the 25th December, where not a public holiday, may take time off instead of working a normally rostered shift. The time is unpaid, and the team member can request to take paid annual leave for the hours not worked.

20.7. Christmas Eve, New Year's Eve and Easter Sunday

20.7.1. Work after 6.00pm on Christmas Eve and New Year's Eve (except where these days are declared a public holiday and are therefore completely voluntary), will be voluntary provided there are enough volunteers to meet Endeavour Group's operational needs, subject to the following:

- a) team members who do not wish to work after 6.00pm on Christmas Eve or New Year's Eve will inform Endeavour Group at least 4 weeks in advance. At the same time, Endeavour Group will start to assess the number of team member volunteers that will be required to work; and
- b) if there are not enough volunteers, Endeavour Group will first ask casual team members to work after 6.00pm on Christmas Eve or New Year's Eve and will then ask full-time and part-time team members.

20.7.2. Work on Easter Sunday will be voluntary.

20.7.3. Where an Endeavour Group store opens for trade and a team member takes the benefit of clause 20.7.1 or 20.7.2 in order to take time off instead of working a normally rostered shift or part of a normally rostered shift on Easter Sunday or after 6.00pm on Christmas Eve or New Year's Eve, the time is unpaid and the team member will only be paid for hours actually worked. Team members can request to take paid annual leave for the hours not worked.

20.8. Picnic day (NSW)

20.8.1. Full-time and part-time team members in NSW whose roster includes the first Tuesday in November will be entitled to Union Picnic Day on the first Tuesday in November.

20.8.2. Union Picnic Day in NSW will be treated as paid time off or time off in lieu (TOIL), but work performed on the day will not attract public holiday penalty rates.

20.8.3. TOIL will be taken as another day off without loss of pay, not later than 28 days after the Union Picnic Day in NSW on a day mutually agreed by Endeavour Group and the team member. If TOIL is not taken within 28 days, or if the team member's employment terminates prior to the taking of such TOIL, the TOIL will be paid out to the team member.

20.8.4. Eligible team members who are on annual leave or long service leave for Union Picnic Day will have an additional day added to their annual leave.

20.9. Easter Sunday (Tasmania)

20.9.1. For the purposes of clause 20.1.1, Easter Sunday in Tasmania will be considered as a public holiday.

Clause 21 - Workplace changes and consultation

What's this about?

As the retail industry changes we will also need to be ready to change. This clause sets out how we will consult with you where we need to make major changes to our workplace.

21.1. Consultation regarding major workplace change

- 21.1.1. This clause does not apply to changes to rosters or hours of work, which is covered under clause 9 of this Agreement.

21.2. Endeavour Group to notify team member

- 21.2.1. Where Endeavour Group has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, Endeavour Group must notify the team members who may be affected by the proposed changes and their Union, if any.
- 21.2.2. Significant effects include termination of employment; major changes in the composition, operation or size of the Endeavour Group's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 21.2.3. The relevant team members may appoint the Union or other person as their representative for the purposes of this clause 21.
- 21.2.4. Endeavour Group must recognise a team member's (or team members') representative, if:
- a) a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
 - b) the team member or team members inform Endeavour Group of the identity of the representative.

21.3. Endeavour Group to discuss change

- 21.3.1. As soon as practicable after proposing to introduce the change, Endeavour Group must:
- a) discuss with the relevant team member(s) and their Union, if any:
 - i) the introduction of the change referred to in clause 21.2.1;
 - ii) the effects the changes are likely to have on team members; and
 - iii) measures that Endeavour Group is taking to avert or mitigate the adverse effects of such changes on team members.
 - b) for the purposes of the discussion - provide, in writing, to the relevant team members:
 - i) all relevant information about the change, including the nature of the change; and

ii) information about what Endeavour Group reasonably believes will be the effects of the change on the team members; and

iii) information about any other matters that Endeavour Group reasonably believes are likely to affect the team members; and

iv) an invitation to relevant team members to give their views about the impact of the change.

21.3.2. However, Endeavour Group is not required to disclose confidential or commercially sensitive information to the relevant team members.

21.3.3. Endeavour Group must give prompt and genuine consideration to matters raised about the change by the relevant team members.

21.3.4. For the purposes of this clause, relevant team member means the team member(s) who may be affected by the proposed change.

Clause 22 - Resolving disputes

What's this about?

Open and direct communication is key to creating a positive workplace. If you have an issue about this Agreement or the NES we encourage you to raise it as soon as you can. This clause sets out how we will work with you to resolve it.

22.1. Parties to discuss

- 22.1.1. A dispute between a team member (or team members) and Endeavour Group including a dispute in relation to:
- a) a matter arising under this Agreement; or
 - b) the NES;
- should be discussed in the first instance at the workplace level between the team member (or members) and their relevant supervisors or management.
- 22.1.2. At any stage, Endeavour Group and a team member or team members may appoint another person to accompany and/or represent them for the purposes of this clause 22, including the Unions listed in clause 1.2.3.
- 22.1.3. If the dispute remains unresolved, the dispute may be referred to Team Services for it to be escalated to the relevant Senior People Partner and the 1-up line manager to assist in resolving the dispute.
- 22.1.4. If, following escalation under clause 22.1.3, the dispute remains unresolved then the matter may be referred to a senior representative of Endeavour Group (such as the relevant State Manager and/or General Manager - People) for further discussions. The team member party to the dispute may be required to meet Endeavour Group representatives.
- 22.1.5. If, following escalation under clause 22.1.4, the dispute remains unresolved, then the matter may be referred to a senior representative of the Employee Relations team for further discussions. The team member party to the dispute may be required to meet Endeavour Group representatives.

22.2. Referral to FWC

- 22.2.1. If the dispute still remains unresolved, then either party may refer the dispute to the FWC for resolution.
- 22.2.2. The FWC may deal with a dispute in two stages:
- a) the FWC will first attempt to resolve the dispute through conciliation;
 - b) where the matter cannot be resolved by conciliation, at the request of both parties, the FWC may arbitrate the dispute.
- 22.2.3. In any proceedings before the FWC pursuant to this clause, the FWC may take any or all of the following actions in order to resolve the dispute:
- a) convene conciliation conferences of the parties or their representatives at which the FWC is present;
 - b) require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;

- c) request but not compel a person to attend and/or give evidence at proceedings;
 - d) request but not compel a person to produce documents;
 - e) where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement.
- 22.2.4. Any determination by the FWC following an arbitration must be in writing and must give reasons for the determination.
- 22.2.5. In the exercise of its functions under this clause, the FWC must not issue interim orders, 'status quo' orders or interim determinations.
- 22.2.6. The parties are entitled to be represented, including by legal representatives, in any proceedings under this clause.
- 22.2.7. If the FWC arbitrates a dispute, any determination made by the FWC is a decision for the purposes of Division 3 of Part 5.1 of the *Fair Work Act* and can be appealed.

22.3. Continuation of work

While the dispute resolution procedure is engaged, work will continue with this Agreement unless a team member has a reasonable concern about an imminent risk to their health and safety. Subject to applicable work health and safety legislation, a team member must not unreasonably fail to comply with a direction by Endeavour Group to perform work, whether at the same or another workplace, that is safe and appropriate for the team member to perform.

Clause 23 - Ending employment

What's this about?	<i>Sometimes things don't last forever...this clause sets out what happens, including both our obligations and your entitlements, when you leave Endeavour Group.</i>
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23.1. Notice of termination of full-time and part-time team members

23.1.1. Endeavour Group will provide the following amount of notice before terminating the employment of a full-time or part-time team member, unless terminating their employment for serious misconduct:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 23.1.2. Team members over 45 years of age at the time of termination, shall receive an additional week's notice.
- 23.1.3. Endeavour Group may choose to pay the team member instead of notice for all or part of the notice period (in which case the team member will be paid for hours they would have worked during the period of notice that is paid in lieu and will not be required to work for that part of the notice period).
- 23.1.4. In the case of serious misconduct, a team member may be immediately dismissed, with no notice or pay in lieu of notice.
- 23.1.5. The period of notice in this clause does not apply to casual team members, or to fixed-term contract team members engaged for a specific period of time or for a specific task or tasks (unless their employment ends with notice before their specified end date). Casual employment can be terminated without notice.
- 23.1.6. The employment of team members engaged for a specific period or on a temporary basis will end automatically at the conclusion of the specific period unless:
 - a) the team member's employment ends prior to the conclusion of the specified period in accordance with the above termination notice provisions; or
 - b) unless the team member was an existing team member before the specific period in which case they will revert to their previous employment status.

23.2. Time off during notice period

23.2.1. Where Endeavour Group has given notice of termination to a team member, the team member will be allowed (if requested) to take up to the equivalent of 1 day without loss of pay, for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the team member after consultation with Endeavour Group.

23.3. Team member resignation

23.3.1. Full-time and part-time team members must give notice of termination to Endeavour Group as follows:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year or more	2 weeks

23.3.2. If a team member, who is at least 18 years old, fails to give the required period of notice under clause 23.3.1, Endeavour Group can deduct from the wages due to that team member an amount that is no more than one week's wages at their base rate of pay for the hours they would usually work. This deduction is from the team member's wages due, not their NES entitlements.

23.3.3. A team member can request to give less notice of termination and Endeavour Group will not unreasonably refuse such a request.

23.3.4. Casual team members can resign without notice.

23.4. Statement of employment

On request, Endeavour Group will provide a statement of service specifying a former team member's period of employment and last job classification. Team members who have been employed by Endeavour Group for less than 1 month are not entitled to a statement of service.

23.5. Redundancy

23.5.1. A redundancy occurs when Endeavour Group has decided it does not need a team member's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour. This may happen when Endeavour Group introduces new technology, slows down due to lower sales, closes down a part of or all of its business, relocates or restructures.

23.5.2. Where Endeavour Group has made a definite decision that it no longer needs a job to be done by anyone, and that decision may result in the termination of a team member's employment, Endeavour Group must follow the consultation process outlined in clause 21.

23.5.3. The information Endeavour Group must provide under clause 21 will include:

- a) relevant information about the proposed redundancies, including reasons for the proposed redundancies;
- b) the roles, and the number of roles of team members that are likely to be affected;
- c) the number of team members normally employed; and
- d) the time period over which the redundancies will take effect;

provided that Endeavour Group is not required to disclose any confidential or commercially sensitive information to team members.

23.5.4. The discussions that will be had under clause 21 will include:

- a) any reasons for the proposed redundancies;
- b) measures taken to avoid or minimise job losses; and
- c) measures to mitigate any adverse effects of job losses on the team members concerned.

23.6. Redundancy Pay

23.6.1. In addition to the period of notice required for termination of employment in clause 23.1.1, in the event a permanent team member's role is made redundant and their employment is terminated as a result, they will be entitled to the following redundancy pay:

Period of continuous service	Number of week's pay	
	Team member under the age of 45 years	Team member aged 45 years or over
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks	5 weeks
2 years but less than 3 years	7 weeks	8.75 weeks
3 years but less than 4 years	10 weeks	12.5 weeks
4 years but less than 5 years	12 weeks	15 weeks
5 years but less than 6 years	14 weeks	17.5 weeks
6 years or more	16 weeks	20 weeks

23.7. Transfer to lower paid duties

23.7.1. Where a team member is transferred to lower paid duties by reason of redundancy, the same period of notice must be given before the transfer as the team member would have been entitled to if their employment had been terminated. Endeavour Group may choose to implement the transfer earlier and pay the team member the difference between their former base rate of pay and the base rate of pay for the number of weeks of notice still owing. Endeavour Group may, at its discretion, make a payment of an amount equal to the difference between the team member's former base rate of pay and the new lower base rates of pay for both the period of notice and for a period equal to the number of weeks' redundancy pay that the team member would have been entitled to if their employment had been terminated.

23.8. Team member leaving during the notice period

23.8.1. If a team member who has been given notice of termination due to redundancy chooses to cease employment before their notice period has come to an end, they may do so and will receive the same benefits and payments due to them under this clause as if they had remained employed until the end of their notice period; but will not be entitled to payment instead of notice for the remainder of the notice period and will only accrue leave until their last day of employment.

23.9. Job search entitlement

- 23.9.1. A team member who has been given notice of termination in circumstances of redundancy will be allowed up to 1 day of time off without loss of pay during each week of notice for the purpose of seeking other employment. This clause applies instead of clause 23.2.
- 23.9.2. If the team member has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the team member must, if requested by Endeavour Group, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

23.10. Change to redundancy pay

- 23.10.1. Where there is a transfer of business, redundancy pay (as per clause 23.7) and notice of termination (as per clause 23.1.1) will not apply where Endeavour Group obtains employment for a team member in the transferred business or another Endeavour Group related entity on terms and conditions that are substantially similar to, and overall no less favourable than, the team member's terms and conditions of employment immediately before the termination, including the requirement that the new employer recognises the team member's service with Endeavour Group.
- 23.10.2. Where Endeavour Group finds such other employment for a team member, the team member's entitlements to personal leave, annual leave and long service leave will be transferred to the new employer.

23.11. Variation of redundancy pay for other employment or incapacity to pay

- 23.11.1. In circumstances other than a transfer of business, if Endeavour Group:
- a) obtains other acceptable employment for the team member; or
 - b) cannot pay an amount of redundancy pay;

then Endeavour Group can apply to the FWC and the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate, and the amount of redundancy pay payable to a team member under clause 23.6 will be so reduced.

Clause 24 Union Matters

24.1. Noticeboards

- 24.1.1. Endeavour Group will provide reasonable space on a notice board (if available) in each store for the display of Union notices to enable communication of matters related to each Union and this Agreement.

24.2. Union Membership

- 24.2.1. Each Union will be notified of first shifts or store orientations where Endeavour Group will provide an opportunity to each Union to meet with new members to explain the benefits of Union membership, workplace rights and this Agreement.
- 24.2.2. Upon authorisation from a team member, Endeavour Group will deduct from their wages the membership contributions as prescribed by each Union as varied from time to time. Endeavour Group will then pay those contributions on the team members' behalf to the relevant Union branch along with necessary information to enable the reconciliation of the Union members' accounts.

24.3. Union Delegates

- 24.3.1. Clause 24.3 provides for the exercise of the rights of workplace delegates set out in section 350C of the Fair Work Act.
- 24.3.2. A Union Delegate is a team member appointed or elected, in accordance with the rules of the Union(s), to be a delegate or representative (however described) for members of the Union and team members employed by Endeavour Group that are eligible to be members of that Union.
- 24.3.3. Before exercising entitlements under this clause, a Union Delegate must give Endeavour Group written notice of their appointment or election as a workplace delegate. If requested, the Union Delegate must provide Endeavour Group with evidence that would satisfy a reasonable person of their appointment or election.
- 24.3.4. A team member who ceases to be Union Delegate must give written notice to Endeavour Group within 14 days.
- 24.3.5. **Right of representation**
- A Union Delegate may represent the industrial interests of eligible team members who wish to be represented by the Union Delegate in matters including:
- a) Consultation about major workplace change;
 - b) Consultation about changes to rosters or hours of work;
 - c) Resolution of disputes;
 - d) Disciplinary processes;
 - e) enterprise bargaining where the Union Delegate has been appointed as a bargaining representative under the Act or is assisting the Union with enterprise bargaining; and
 - f) any process or procedure within this Agreement under which eligible team members are entitled to be represented and which concerns their industrial interests.

24.3.6. **Entitlement to reasonable communication**

- a) A Union Delegate may communicate with team members for the purpose of representing their industrial interests under clause 24.3.5 This includes discussing membership of the Union Delegate's organisation and representation with eligible team members.
- b) A Union Delegate may communicate with eligible team members during working hours or work breaks, or before or after work.

24.3.7. **Entitlement to reasonable access to the workplace and workplace facilities**

- a) Endeavour Group will provide a Union Delegate with access to or use of the following workplace facilities:
 - i) A room or area to hold discussions that is fit for purpose, private and accessible by the Union Delegate and eligible team members;
 - ii) A physical or electronic noticeboard;
 - iii) Electronic means of communication ordinarily used in the workplace by Endeavour Group to communicate with eligible team members and by eligible team members to communicate with each other, including access to Wi-Fi;
 - iv) A lockable filing cabinet or other secure document storage area; and
 - v) Office facilities and equipment including printers, scanners and photocopiers.
- b) Endeavour Group is not required to provide access to or use of a workplace facility under clause 24.3.7(a) if:
 - i) The store or site does not have the facility;
 - ii) Due to operational requirements, it is impractical to provide access to or use of the facility at a time or in the manner it is sought; or
 - iii) The line manager does not have access to the facility at the store or site and is unable to obtain access after taking reasonable steps.

24.3.8. **Entitlement to reasonable access to training**

Endeavour Group must provide a Union Delegate with access to up to 5 days of paid time during normal working hours for initial training and 2 days each subsequent year, to attend training related to representation of the industrial interests of eligible team members, subject to the following conditions:

- a) In each year commencing 1 July, Endeavour Group is not required to provide access to paid time for training to:
 - i) More than one Union Delegate per 30 eligible BWS team members;
 - ii) More than one Union Delegate per 30 eligible Dan Murphy's team members (including The Cellars, W for Vaucluse);

- iii) More than one Union Delegate per 30 eligible Customer Hub team members.
- b) The number of eligible team members will be determined on the day a Union Delegate requests paid time to attend training, as the number of team members under this Agreement.
- c) Payment for a day of paid time during normal working hours is payment of the amount that the Union Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the Union Delegate had not been absent from work to attend the training.
- d) The Union Delegate must give Endeavour Group not less than 5 weeks' notice (unless Endeavour Group and the Union Delegate agree to a shorter period of notice) of the dates, subject matter, an outline of the training content, the daily start and finish times of the training, and the name of the training provider.
- e) Endeavour Group must advise the Union Delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- f) The Union Delegate must, within 7 days after the day on which the training ends, provide Endeavour Group with evidence that would satisfy a reasonable person of their attendance at the training.

24.3.9. **Exercise of entitlements under clause 24**

- a) A Union Delegate's entitlements under clause 24 are subject to the conditions that the Union Delegate must, when exercising those entitlements:
 - i) Comply with their duties and obligations as a team member;
 - ii) Comply with the reasonable policies and procedures of Endeavour Group, including its Code of Conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii) Not hinder, obstruct or prevent the normal performance of work; and
 - iv) Not hinder, obstruct or prevent eligible team members exercising their rights to freedom of association.
- b) Clause 24 does not require Endeavour Group to provide a Union Delegate with access to electronic means of communication in a way that provides individual contact details for eligible team members.
- c) Clause 24 does not require an eligible team member to be represented by a Union Delegate without the team member's agreement.

24.4. **Additional matters**

- a) Where a team member (or team members) are accompanied and/or represented by a Union in relation to a dispute with Endeavour Group, including a dispute arising under this Agreement or the NES, that dispute will be dealt with in accordance with clause 22.

- b) Where a team member is accompanied and/or represented by a Union in relation to a dispute that is referred to the FWC, and the dispute cannot be resolved by conciliation, Endeavour Group will provide its consent to the FWC arbitrating that dispute.
- c) Where a Union has notified Endeavour Group of a dispute affecting a team member or team members, and subject to clause 22, Endeavour Group will not proceed to implement any proposal or change which is the subject of the dispute (that is, Endeavour Group will maintain the "status quo") until the dispute has been resolved or the team member or team members elect not to be represented by a Union in relation to the dispute.
- d) For the avoidance of doubt, references to a Union accompanying and/or representing a team member or team members, or notifying Endeavour Group of a dispute, include where such actions are taken by a Union Delegate.

Clause 25 - Signature Page

Signatories to the Agreement

Signed for an on behalf of **Endeavour Group Limited**

Signature

Full Name

Title

Address

Date

who is duly authorised to sign this Agreement on behalf of Endeavour Group Limited.

Signed for an on behalf of the **Shop, Distributive and Allied Employee's Association**

Signature

Full Name

Title

Address

Date

who is duly authorised to sign this Agreement on behalf of the Shop, Distributive and Allied Employee's Association.

Signed for an on behalf of the **Australian Workers' Union**

Signature

Full Name

Title

Address

Date

who is duly authorised to sign this Agreement on behalf of the Australian Workers Union.

Appendix A - Classifications

A1. Classification table

<p>Team Member</p>	<p>1. A team member performing one or more of the following functions in Endeavour Group:</p> <ul style="list-style-type: none"> ● the receiving and preparation for sale and/or display of goods in or about any shop; ● the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale; ● the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods; ● the sale or hire of goods by any means; ● the receiving, arranging or making payment by any means; ● the recording by any means of a sale or sales; ● the wrapping or packing of goods for despatch and the despatch of goods; ● the delivery of goods; ● window dressing and merchandising; ● loss prevention; ● demonstration of goods for sale; ● use of forklifts or other mechanical lifting devices; ● administrative support; ● counting of tills; ● the provision of information, advice and assistance to customers, including by team members in Customer Hub operations via phone, Digi and Chat; ● the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; ● all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; or ● work which is incidental to or in connection with any of the above. <p>2. Retail employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning.</p>
<p>Senior Team Member</p>	<p>1. A team member performing work in Endeavour Group at a higher level than a Team Member.</p> <p>2. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> ● Providing supervisory assistance to the Store Manager, which may include opening and closing procedures, general responsibility for the store and associated security. ● Required by Endeavour Group to maintain advanced product knowledge or qualifications (e.g. Wine & Spirit Education Trust) as part of their role.

	<ul style="list-style-type: none"> The provision of escalated assistance to customers by team members in Customer Hub operations (e.g. TRS and Customer Experience).
Duty Manager (Dan Murphy's only)	1. A team member performing work as a Duty Manager in or in connection with Dan Murphy's at a higher level than a Senior Team Member.

A2. Base rates of pay for classifications in Appendix A and higher duties purposes

A.2.1 The following base rates of pay apply from the first full pay period after commencement of this Agreement.

Classification	Base Rate of Pay (hourly)	Weekly Wage Rate Equivalent (Base Rate of Pay x 38 hours)
Team Member	\$27.26	\$1,035.88
Senior Team Member	\$28.48	\$1,082.24
Duty Manager (Dan Murphy's only)	\$30.07	\$1,142.66

A.2.2 The weekly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the hourly rate will prevail.

A.2.3 The base rates of pay in clause A.2.1 will increase annually in accordance with clause 4.2 of this Agreement.

A.3 Higher duties allowance if a team member is required to perform duties of Store Manager

A.3.1 If a team member is required to perform the duties of Store Manager during one day or shift, the team member will be paid at the base rate of pay of \$30.07 (equivalent to the Duty Manager rate of pay) instead of their ordinary base rate of pay in accordance with the Duty Manager allowance in clause 5.2.

Appendix B - Superannuation

B.1 Entitlement to superannuation

B.1.1 Endeavour Group will make superannuation contributions on behalf of eligible team members in accordance with the relevant legislation.

B.2 Absence from work

Subject to the governing rules of the relevant superannuation fund, Endeavour Group must also make the superannuation contributions provided for in clause 4.5 and pay the amount authorised under clause 4.5:

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

B.3 Additional superannuation contributions - Post tax

An eligible team member can make their own post-tax superannuation contributions or can direct Endeavour Group in writing to set up regular post-tax contributions to the same superannuation fund that the team member's superannuation is paid into, this must be given in writing using the applicable form provided on the Endeavour Group intranet or such other application as advised by Endeavour Group.

B.4 Additional superannuation contributions - Salary sacrifice

B.4.1 An eligible team member may direct Endeavour Group to pay a portion of their wages as additional superannuation contributions (salary sacrifice contributions) into the team member's nominated fund (which must be the same fund that their superannuation contributions under clause 4.5 are paid into).

B.4.2 A team member who wishes to make salary sacrifice contributions must direct Endeavour Group in writing to make such contributions using the applicable form provided on the Endeavour Group intranet or such other application as advised by Endeavour Group.

B.4.3 Upon receiving written direction, Endeavour Group will commence making the salary sacrifice contributions on a monthly basis on behalf of the team member.

B.4.4 A team member may vary the amount of their salary sacrifice contributions not more than twice per year. A team member can commence, vary or cease salary sacrifice contributions at any time during a financial year, and must do so in writing using the applicable form or such other application as advised by Endeavour Group.

B.5 Additional superannuation and relationship with wages

B.5.1 Any amount paid by Endeavour Group on behalf of a team member under clause B.3 or B.4 is deemed to be paid in satisfaction of Endeavour Group's obligation to pay the team member's wages set out in this Agreement.

B.5.2 It will not be a breach of this Agreement if the actual wages paid to the team member fall below the rates set by this Agreement solely because of the payment of additional superannuation contributions under this clause on a pretax basis. Where a team member elects to salary sacrifice; overtime rates, loadings, termination payments and superannuation contribution made by Endeavour Group will be based on the team member's pre-salary sacrifice wage.

Appendix C - Traineeships

C.1 Introduction

C.1.1 This appendix sets out the conditions which will apply to team members who undertake a traineeship under the terms of the *General Retail Industry Award 2020* and this Agreement.

C.1.2 In this appendix:

approved training, in relation to a trainee, means the training specified in the training contract of the trainee.

Australian Qualifications Framework (AQF) means the national framework for qualifications in post-compulsory education and training.

relevant Ministers means the Commonwealth, State and Territory Ministers responsible for vocational education and training.

relevant State or Territory training authority means a body in the relevant State or Territory that has power to approve traineeships, and to register training contracts, under the relevant State or Territory vocational education and training legislation.

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

*Apprenticeship and Traineeship Act 2001 (NSW);
Education and Training Reform Act 2006 (Vic);
Training and Skills Development Act 2008 (SA);
Training and Skills Development Act 2016 (NT);
Training and Tertiary Education Act 2003 (ACT);
Training and Workforce Development Act 2013 (Tas);
Vocational Education and Training Act 1996 (WA);
Further Education and Training Act 2014 (Qld).*

traineeship means a system of training that:

- a) has been approved by the relevant State or Territory training authority; and
- b) meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee; and
- c) leads to an AQF certificate level qualification.

trainee means a team member undertaking a traineeship under a training contract.

training contract means an agreement for a traineeship made between an employer and a team member that is registered by the relevant State or Territory training authority.

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification that have been endorsed for an industry or enterprise by the Australian Industry and Skills Committee and placed on the National Training Information Service with the approval of the relevant Ministers, and includes any relevant replacement

training package.

C.2 Coverage

C.2.1 Subject to clauses C.2.2 to C.2.4, this appendix applies to a team member covered by this Agreement who is undertaking a traineeship.

C.2.2 This appendix does not apply to:

- a) qualifications not identified in training packages; or
- b) qualifications in training packages that are not identified as appropriate for a traineeship.

C.2.3 If this appendix is inconsistent with other provisions of this Agreement relating to traineeships, the other provisions prevail.

C.2.4 This appendix ceases to apply to a team member at the end of the traineeship.

C.3 Types of traineeship

The following types of traineeship are available:

C.3.1 A full-time traineeship based on 38 ordinary hours per week, with 20% of those hours being approved training.

C.3.2 A part-time traineeship based on fewer than 38 ordinary hours per week, with 20% of those hours being approved training provided:

- a) wholly on the job; or
- b) partly on the job and partly off the job; or
- c) wholly off the job.

C.4 Minimum rates

C.4.1 Wages for trainees will be paid at the rates of pay as prescribed in clause 4.1 of this Agreement.

C.4.2 Wages for trainees will increase in line with the rates in clause 4.2 of this Agreement.

C.5 Other minimum wage provisions

C.5.1 A team member who was employed by Endeavour Group immediately before becoming a trainee must not suffer a reduction in their minimum rate of pay because of becoming a trainee.

C.5.2 For the purpose of determining whether a trainee has suffered a reduction as mentioned in clause C.5.1, casual loadings are to be disregarded.

C.6 Employment conditions

C.6.1 A trainee is entitled to be released from work without loss of pay and without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.

C.6.2 Time spent by a trainee in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

C.6.3 This Agreement applies to a trainee in the same way that it applies to a team member who is not a trainee except as otherwise expressly provided by this Appendix.

C.7 Commitment to ongoing employment

Upon successful completion of a traineeship program, and meeting Endeavour Group's performance criteria and competencies, the team member shall be offered ongoing permanent employment with Endeavour Group for at least as many hours as they spent on the job (on an average per week basis) during their traineeship. Provided the team member is available to work their previous roster or some other agreed roster.

Appendix D - Excessive accrued annual leave

D.1 Excessive accrued annual leave

D.1.1 A team member has an excessive annual leave accrual if the team member has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 11 of this Agreement).

D.1.2 If a team member has an excessive leave accrual, Endeavour Group or the team member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

D.1.3 Clause D.2 sets out how Endeavour Group may direct a team member who has an excessive leave accrual to take paid annual leave.

D.1.4 Clause D.3 sets out how a team member who has an excessive leave accrual may require Endeavour Group to grant paid annual leave requested by the team member.

D.2 Excessive leave accruals: direction by Endeavour Group that leave be taken

D.2.1 If Endeavour Group has genuinely tried to reach agreement with a team member under clause 14.3 but agreement is not reached (including because the team member refuses to confer), Endeavour Group may direct the team member in writing to take one or more periods of paid annual leave.

D.2.2 However, a direction by Endeavour Group under clause D.2.1:

- a) is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
- b) must not require the team member to take any period of paid annual leave of less than 1 week;
- c) must not require the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- d) must not be inconsistent with any leave arrangement agreed by Endeavour Group and the team member.

D.2.3 The team member must take paid annual leave in accordance with a valid direction under clause D.2.1.

D.2.4 A team member to who has been directed to take leave may request to take a period of paid annual leave as if the direction had not been given, and this may result in the direction ceasing to have effect if it reduces the team member's leave balance.

D.3 Excessive leave accruals: request by team member for leave

D.3.1 If a team member has genuinely tried to reach agreement with Endeavour Group under clause 14.3, but agreement is not reached (including because Endeavour Group refuses to confer), the team member may give a written notice to Endeavour Group requesting to take one or more periods of paid annual leave.

D.3.2 However, a team member may only give a notice to Endeavour Group under clause D.3.1 if:

- a) the team member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- b) the team member has not been given a direction under clause D.2.1 that, when any other paid annual leave arrangements are taken into account, would eliminate the team member's excessive leave accrual.

D.3.3 A notice given by a team member under clause D.3.1 must not:

- a) if granted, result in the team member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
- b) provide for the team member to take any period of paid annual leave of less than 1 week; or
- c) provide for the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
- d) be inconsistent with any leave arrangement agreed by Endeavour Group and the team member.

D.3.4 A team member is not entitled to request by a notice under clause D.3.1 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 11 of this Agreement) in any period of 12 months.

D.3.5 Endeavour Group must grant paid annual leave requested by a notice under clause D.3.1.

Appendix E - Parental Leave

E.1 Purpose of this appendix

E.1.1 The Fair Work Act requirements always apply to team members as stated in the *Fair Work Act*.

E.1.2 Endeavour Group policy applies to team members. It is generally more generous than the *Fair Work Act* provisions, but it sits outside this Agreement and can be changed by Endeavour Group at any time.

E.1.3 If that ever happens and team member entitlements fall below those stated in this Appendix, team members are protected by and can rely upon the minimum guaranteed parental leave entitlements set out below.

E.2 Minimum provisions

E.2.1 Full-time and part-time team members with at least 12 months continuous service are entitled to take 52 weeks, or up to 104 weeks on request, of unpaid parental leave. Team members can choose to take annual leave or long service leave as part of their total 104 week parental leave period. When a team member is on unpaid parental leave, they do not accrue annual leave or personal/carers leave.

E.2.2 Casual team members with at least 12 months continuous service are entitled to take 52 weeks, or up to 104 weeks on request, of unpaid parental leave.

E.2.3 A team member may extend their period of unpaid parental leave, if they have not used the full 52 weeks, up to 52 weeks, by giving 4 weeks notice before the end date of the original leave period. Endeavour Group may agree to extend the unpaid parental leave for a period of up to another 52 weeks.

E.2.4 team members are to take their unpaid parental leave in a single continuous period. However, they may take up to 110 days (or, if a higher number of days is prescribed by the regulations, that higher number of days) of unpaid parental leave (**flexible unpaid parental leave**) during the 104 week period starting on the date of birth or day of placement of the child by giving 4 weeks notice. Flexible unpaid parental leave comes out of the team members entitlement to 52 weeks of unpaid parental leave.

E.2.5 Team members are entitled to return to the position they held before they took parental leave (not including any "safe employment" position that was held during pregnancy). If the position held by the team member before their parental leave no longer exists due to structural changes, Endeavour Group will work with the team member to redeploy them to a comparable position (in pay and status).

E.2.6 Team members returning to work from parental leave may request, and Endeavour Group may agree, to return on fewer hours than their contract hours provided before they went on parental leave, either permanently or for a period of time up to their child's second birthday (or the second anniversary of the adoption placement). Any request made by a team member for a flexible return to work will be considered, taking into account the team member's position and the operational needs of the business.

E.2.7 A team member may return to work earlier than expected by agreement with Endeavour Group. In these circumstances, Endeavour Group may not be in a position to return the team member to the position they were in before commencing parental leave in situations where a replacement team member has been contracted to perform their role. In such circumstances, the team member will return to an alternative role and revert to their prior role on or before their original expected date of return to work.

E.2.8 Team members should apply for parental leave at least 10 weeks before their anticipated due date or date of adoption, and provide at least 4 weeks' notice of their intention to return to work or extend their period of leave.

E.3 Provisions

E.3.1 Team members can agree with Endeavour Group to put their unpaid parental leave on hold if the child has to remain in hospital after birth or is hospitalised immediately after birth. This includes if the child was premature or developed a complication or contracted an illness during birth or following birth.

E.3.2 If a team member has a pregnancy-related illness or has been pregnant and the pregnancy has ended due to the loss of the baby after at least 12 weeks and the infant isn't stillborn, the team member is entitled to take unpaid special parental leave for the period specified by the team member's medical practitioner.

E.3.3 When a team member is pregnant and, in the opinion of a registered health practitioner (set out in a medical certificate), the team member is fit for work but advises against the team member performing her usual duties because of pregnancy-related illness or risks, or because of hazards connected with those usual duties, then Endeavour Group will either transfer the team member to a safe job (with no other changes to the team member's terms and conditions or employment); or if it is not reasonably practicable to transfer the team member to a safe job, then the team member will commence paid leave. This paid leave will be in addition to any leave entitlement the team member has, the team member will be paid their base rate of pay, and the period of paid leave ends on the earlier of:

- a) the end of the period of illness or risk as specified in the medical certificate; or
- b) the end of the day before the child's date of birth; or
- c) the end of the day before the end of the pregnancy (if the pregnancy ends other than with the birth of a living child).

E.3.4 A team member's line manager should consider a team member's family responsibilities when determining the return to work arrangements of a team member returning from parental leave. Where a team member wishes to return to work on different terms and conditions (for example, fewer hours per week) then Endeavour Group will genuinely consider any such requests and work with the team member to agree to suitable arrangements which will be documented in writing a copy provided to the team member.

Appendix F - Transitional Provisions

F.1 New Agreement payment

F.1.1 Eligible team members will be entitled to a one-off “new Agreement payment” which will be payable as a bonus payment on top of an eligible team member’s pay (less applicable tax) as set out in this clause.

F.1.2 In order to be eligible to receive the new Agreement payment, team members must:

- a) have been employed by Endeavour Group as of 30 July 2025; and
- b) remain employed by Endeavour Group, and be covered by the *Endeavour Group Retail Agreement 2025*, as at its commencement date.

F.1.3 The new Agreement payment will be paid to eligible team members no later than 28 days from the commencement date of this Agreement.

F.1.4 The value of the new Agreement payment payable to an eligible team member is as follows:

Employment status	Amount
Full-time	\$150
Part-time	\$110
Casual	\$80

F.2. Saved Provisions

F.2.1 If a team member can demonstrate that a saved provision under the *Dan Murphy’s Agreement 2019* or *BWS Agreement 2019*, or a preceding Agreement, continues to apply to them then such saved provision will continue to apply to the team member until it no longer has application.

F.3 Working Weekends and Extended Trading Hours - BWS only

F.3.1 Under the BWS Enterprise Agreement 2013, certain team members had the benefit of provisions that prevented them from being required to work on certain days. Ordinary hours of work on specified days will continue to be voluntary for all team members described in the table below:

Clause of 2013 EA	Location	Who has the benefit?	What is the benefit?
Appendix B Victoria 3	Victoria	Team members continuously employed in Victoria since before 1 November 1992 and who were not required to work certain times as part of their ordinary hours.	Sunday work, and work on Saturday after 6.00pm is voluntary.

Appendix B NSW/ACT 1	NSW and ACT	Team members continuously employed in NSW or ACT since on or before 1 October 1995.	Work on Saturday and Sunday after 6.00pm is voluntary.
Appendix 2 NSW/ACT 2	NSW and ACT	Team members continuously employed in NSW or ACT since on or before 1 October 1991.	Sunday work is voluntary.

F.3.2 If a team member has accepted to work at times otherwise protected above they are deemed to have waived the benefit of this clause and can be rostered to work ordinary hours at those times. Where a team member has agreed for a limited period to work these hours the team member's right to refuse to work these hours remains unchanged.

F.3.3 Where a team member is transferred:

a) at their request to a store where Sunday trading is already lawful, Sunday work will no longer be voluntary for that team member at the new store; or

b) by BWS from a non-Sunday trading store, to a store where Sunday trading is already lawful, Sunday work will remain voluntary for that team member at the new store unless they elect to work on Sundays in which case they are deemed to have waived the benefit of this clause.

F.4 Compassionate Leave – BWS (Victoria) only

F.4.1 This clause only applies to BWS team members who have been continuously employed in Victoria since on or before 11 June 2019.

F.4.2 In lieu of a corresponding entitlement in clause 16 of this Agreement, team members will be entitled to 3 days paid compassionate leave upon the death of a member of the team member's household.

F.4.3 Where Compassionate Leave has been exhausted, team members may take up to 3 days paid personal leave for any of the circumstances listed in clause 16.1.1 of this Agreement.

F.5 Accident make-up pay – Victoria only

F.5.1 This clause only applies to BWS and Dan Murphy's team members who were continuously employed in Victoria on or before 9 September 2019.

F.5.2 If, following an injury, a team member who is eligible according to clause G.5.1 receives compensation under the *Accident Compensation Act 1985* (VIC) or any successor legislation as amended from time to time, then that compensation payment will be increased by Endeavour Group to the amount of the usual weekly rate for the rostered hours worked by the team member at the time of the injury. This payment made by Endeavour Group will not apply during the first 10 normal working days of incapacity and will be limited to a maximum of 39 weeks.

F.6 Buy-out and end of saved provisions

F.6.1 Endeavour Group and a team member can mutually agree to Endeavour Group making a payment to the team member to “buy-out” an entitlement to a saved provision under this Agreement. Where a buy-out takes place, the team member will no longer be entitled to the provision that has been bought out.

F.6.2 When a team member entitled to a saved provision ceases employment with Endeavour Group or ceases to be covered by this Agreement, they lose the benefit of any applicable saved provision and will not be entitled to the saved provision again if they return to employment with Endeavour Group or are covered by this Agreement in the future.

Appendix G - Definitions

Agreement means this enterprise agreement, as per clause 1.1.

Endeavour Group intranet means internal internet pages provided by Endeavour Group for team members to access Endeavour Group information.

Carer for the purpose of clause 9.3 of this Agreement means a team member who provides personal care, support and assistance to another individual who needs it because that other individual:

- a) has a disability; or
- b) has a medical condition (including a terminal or chronic illness); or
- c) is frail and aged.

A team member is not a carer:

- a) merely because they are the relative or guardian, or because they live with an individual who requires care; or
- b) in respect of care, support and assistance provided under a contract of service or for the provision of services, or in the course of doing voluntary work for a charitable, welfare or community organisation.

Continuous service for the purpose of annual leave accruals includes all service with Endeavour Group from the date of engagement, but not including:

- a) any unauthorised absences of 1 week or more;
- b) authorised unpaid leave(s) of absence of 1 week or more; or
- c) authorised unpaid leave(s) of absence of 1 week or more due to illness or accident.

Contract hours means the agreed minimum number of hours per week that Endeavour Group must provide to a part-time team member, for example this could be 10 hours per week.

Day, daily means a day of the week, midnight to midnight.

Fair Work Act means the *Fair Work Act 2009 (Cth)*.

FWC means the Fair Work Commission of Australia.

Immediate family member means a team member's spouse, child, parent, sibling, grandparent, or grandchild; or any other person who is a minor whom the team member has custody or care of as a result of a Court order.

In writing has its usual meaning, and includes "in writing" by electronic means, for example in an email or an electronic document or record created, sent and received through a software application.

NES means the National Employment Standards, contained in the Fair Work Act.

Ordinary Time Earnings has the meaning set out by the Australian Taxation Office's ruling (SGR2009/2, 1 July 2009) on Ordinary Time Earnings.

Ordinary Weekly Earnings means a part-time or full-time team member's ordinary earnings for a week of ordinary hours worked as part of their typical standard roster, consisting of their base rate of pay plus any penalty rates or loadings they would normally receive for working those ordinary hours (not including any overtime or allowances paid). In other words, a team member's normal "take home pay" for a regular week's work.

Registered organisation means an employer or employee association that has become registered pursuant to the *Fair Work (Registered Organisations) Act 2009 (Cth)*.

Retail Drinks Operations means Endeavour Group's in-store retail operations (including, but not limited to, Dan Murphy's (including The Cellar, W for Wine (Vaucluse), Swanbourne Cellars) and BWS) and Customer Hub (customer service). It does not include above-store operations or Endeavour Group Support Office.

Significant other means a close friend or relative of a team member not listed in clause 16.1.

Spouse means a domestic partner (including a same-sex partner), whether married or defacto.

Standard roster means a full-time or part-time team member's agreed standard roster arrangements, being the days and times when the team member is required to work.

Team members where used in this Agreement has the meaning in clause 1.2 and means an employee of Endeavour Group covered by this Agreement regardless of their job title.

Team Services is a team providing people advice and support, nationally to Endeavour Group team members and line managers. Team Services can be contacted by telephone or online query, details available on Endeavour Group's intranet.

Union means the following registered organisations:

- a) the Shop, Distributive and Allied Employees' Association (SDA);
- b) the Australian Workers Union (Queensland Branch) (AWU) including the North Queensland Retail Union Alliance (NQRUA) in relation to its coverage of North Queensland.

Week, weekly means a standard week starting Monday and ending Sunday.

Creating a more sociable future, together

