

Endeavour Group

NEGOTIATIONS 2025

All existing agreement conditions which deliver to the workers a higher standard than the General Retail Industry Award (GRIA) or NES are to be maintained.

Consolidation of Dan Murphy's and BWS into a single Enterprise Agreement

1. All retail businesses (Dan Murphy's and BWS) within Endeavour Drinks to be covered by a single Enterprise Agreement.
 - a. For the company issue a new NERR which covers all relevant employees in these businesses.
2. The consolidated EBA to contain all superior conditions from *Dan Murphy's Agreement 2019* and *BWS Agreement 2019*.

WAGES, ALLOWANCES & CLASSIFICATIONS

3. Wage increases for each year of the operation of the Agreement that match the Annual Wage Review Decision as it relates the General Retail Industry Award 2020 (GRIA) and provides a premium above the minimum GRIA rates.
4. Classification structure that reflects the roles in business and adequately remunerates employees working higher duties and cleaning to be incidental only.
5. A process to address workload and understaffing.
6. A new casual to permanent pathway clause which provides an easy-to-use conversion process to permanent employment.
7. Assistant Store Manager (ASM) to be appointed to dual site groups. ASMs are appointed to triple site groups. (BWS)
8. WA Location allowances (similar to the Broken Hill Allowance in *Dan Murphys Enterprise Agreement 2019* and regional allowances in the WA State awards: [Location allowance for employees in regional areas](#)).

WORK & CARE – ROSTERING

9. The company commits to the SDA's Work and Care Sustainable Workforce Principles.
10. The SDA to have access to rosters and the rostering system for industrial purposes.
11. Minimum Staffing level of 2 people rostered at all times, and appropriate breaks coverage to be guaranteed

12. Part-time:
 - a. Minimum hours to be 15 per week: – note Social Security Guide and 15 hours work Rule
 - b. Clarify that any part time additional hours must be rostered in accordance with the rostering and overtime provisions.
 - c. Reduction from 12 months to 6 months of the period a Part Time employee must have been working additional hours to elect to increase their core contract to the average hours worked.
 - d. Discussions with regards to increase of core hours for part time team members who have been doing additional hours to occur at the same time when Dan Murphy's seeks to change a part time team member's roster.
13. Implement a 4-day work week option for full time and part time team members (where a part time team member averages 5 days of work per week).
14. Ability employees to access a shift swap provision provided all rostering entitlements still apply – i.e. breaks in between shifts.
15. Rosters to be displayed 4 weeks in advance.
16. The timing of breaks and their durations are to be included in the roster.
17. Clarity on early mark provision – i.e. allowing workers to complete 6 hours of work.

LEAVE

18. Annual Leave:
 - a. Annual leave of 5 weeks with a consequential increase of 2.5% to the standard casual loading.
 - b. Annual leave for Part Time employees to be taken at the pro rata amount of the average ordinary hours worked. (accounts for additional hours and not just contract hours)
 - c. Company to reply to leave request no later than 14 days from when the team member submitted the request. If the leave request is not responded to within the 14 days, then it is automatically approved.
19. Personal and Carers Leave:
 - a. to be paid at an employee's full rate of pay (inclusive of penalties).
 - b. to be used to managed mental health and wellbeing.
 - c. Increase the number of days a team member is not required to provide evidence in respect of paid personal leave from 2 to 4 absences.
 - d. Where an employee takes personal leave for the purpose of caring for a person who is frail or aged or has a long-term disability or illness, they can provide evidence for an enduring period of time rather than requiring evidence on each occasion.
 - e. Ability to use 24 hours of personal leave to attend to personal matters
 - f. 10 days paid Carers Leave in addition to Personal Leave.

20. Compassionate Leave:

- a. Entitlement to be increased to 10 paid days in the event of the death of a team member's spouse, de facto partner or child.
- b. Definition of immediate family or household to include:
 - i. person significant to the employee – i.e. found family/cultural and kinship rules
- c. to be extended in the event of a miscarriage or stillbirth, equivalent to that on the death of a child.
- d. to be paid at team member's full rate of pay (inclusive of penalties)

21. Family and Domestic Violence Leave:

- a. Casuals will be paid FDV leave regardless of whether a shift in the period of absence has been rostered and accepted, to a maximum of 10 days per year. (Payment calculated on the average number of shifts and hours worked in the previous 3 months.)
- b. A comprehensive FDV clause that includes a trained contact officer being available and the provisions of workplace safety plans.

22. 5 days of paid Natural Disaster Leave.

23. Parental Leave:

- a. An employee taking responsibility for a child placed under a permanent care order or a long-term foster arrangement is entitled to all equivalent provisions relating to birth and adoption.
- b. All Employer Parental Leave provisions to be in the Agreement including:
 - i. 26 weeks paid at full ordinary time earnings for all parents regardless of status and length of service
 - ii. Superannuation on paid and unpaid parental leave
 - iii. Top up of the government parental leave payment to full ordinary time earnings
 - iv. All periods of paid and unpaid parental leave recognized as active service
- c. Return to Work after Parental Leave;
 - i. Part-time or on reduced hours, up to when the child is school age, with the right to revert to full-time or the previous number of hours at the end of the period.

TRAINING

24. Training to be completed in the workplace. All training, including online, must be paid and undertaken in accordance with rostering provisions, including minimum shift provisions and overtime.

OTHER

25. Include the following WHS clauses:
 - General WHS clause
 - Excessive workload
 - Mental health and wellbeing
 - Violence and harassment
 - Sexual harassment
 - Safe and free car parking
 - Security guards in high risk sites
 - Access to proper facilities
26. Union Recognition Clause for the AWU, the North Queensland Retail Union Alliance (NQRUA) and the SDA and Delegates Rights Clause.
27. Easter Sunday to be considered a Public Holiday for team members in Tasmania.
28. All Employees in Victoria to be entitled to Accident Make Up pay. (savings component to be removed)
29. If an employee is stood down as per the agreement clause or the Fair Work Act, the employee will be able to access their entitlement to paid personal leave or continue to access this leave.

Discussion Topics:

1. Electronic Roster Platform
 - a. Clocking on and off for breaks
 - b. Change of roster on platform without 7 days' notice
2. Push to talk
3. Discussion on the termination of employees due to interactions with offenders, including the measures implemented by the Endeavour Group to minimise risks to employee health and safety.
4. New cross site break trial – The SDA seeks to address BWS's new cross-site break trial, ensuring fair reimbursement, adequate travel time, and consideration of employee well-being.

Compliance Issues:

- Delegates rights
- Right to Disconnect
 - o GRIA Clause 15A
- FDV Leave
 - o S65 FWA
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- Flexible working arrangements
 - o Broader span of qualifiers
 - Pregnant
 - o Need to ensure that EA grievance procedure does not limit arbitration rights bestowed in S65C FWA
- Long Service Leave
 - o GRIA Clause 20.1
- Superannuation contributions
 - o Provisions to allow for payday super slated to start 1 July 2026.
 - o Superannuation Guarantee Act 1992
- Fixed Term Contracts
 - o Fixed term contract information statement
 - o Limitations on fixed term contracts
 - Time - 24 months
 - Renewals – past 24 month cap or more than once.
 - Consecutive contracts
 - o Ref s333E FWA