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Proposed

Woolworths  
Supermarkets  
Agreement  
2018

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# 1. About this Agreement

## 1.1. This Agreement

This is the Woolworths Supermarkets Agreement 2018 (this **Agreement**). It takes effect from 7 January 2019 or 7 days after this Agreement is approved by the **FWC**, whichever is later. This Agreement is a national Agreement and will apply in all States and Territories of Australia. The nominal expiry date of this Agreement will be 4 years from the date of approval by the **FWC**.

## 1.2. Agreement coverage

- a. This Agreement covers **Woolworths** and its employees who are employed in Woolworths retail supermarket operations in the classifications described in clause 3.3 and Appendix A of this Agreement (**team members**).
- b. This Agreement does not cover Woolworths team members who work in salaried positions, including (but not limited to): salaried Team Managers, salaried Team Support, salaried Duty Managers, salaried Assistant Store Managers and salaried Store Managers.

## 1.3. Trade Unions

- a. Subject to the **FWC** making a note of such coverage upon the approval of this Agreement, this Agreement covers the following **registered organisations** (hereafter referred to as **trade unions**):
  - i. the Shop, Distributive and Allied Employees' Association (**SDA**).
  - ii. the Australian Workers' Union (Queensland Branch) (**AWU**) in relation to its coverage of North Queensland.
  - iii. in respect of meat departments, the SDA, the AWU and the Australasian Meat Industry Employees' Union (**AMIEU**).

## 1.4. Display of this Agreement and communications

- a. A signed copy of this Agreement, and a copy of the **NES** will be available on Woolworths' intranet, and a hard copy available in each store break room or Store Manager's office.
- b. Woolworths will provide reasonable space on a notice board (for example, in each relevant store) for the display of any SDA or AWU notices authorised by the relevant Branch Secretary to enable communication of matters related to this Agreement.

## 1.5. Relationship with Modern Award and National Employment Standards

- a. 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.
- b. The **NES** are a set of 10 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.

## 2. Woolworths policies

### 2.1. Woolworths standards and policies

- a. Woolworths 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 Woolworths is treated with dignity, courtesy and respect. To ensure we do the right thing by our teams, our customers and our communities, Woolworths has standards and policies that we expect our team members to follow at all times.
- b. All team members at Woolworths are required to read, understand and follow the Woolworths Code of Conduct and all applicable Woolworths 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 Woolworths intranet, and may be updated from time to time.
- c. Woolworths 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.
- d. Any team member who has a question about any Woolworths policy can speak to their manager or contact **Woolworths People Advisory**.

### 2.2. Work health and safety

- a. Woolworths is committed to a safety culture where safety is everyone's responsibility, and Woolworths expects everyone to work together to make Woolworths a safe place to work and shop.
- b. Woolworths 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 the physical workplace (including entry and exit, and during renovations), the equipment team members use and the processes they follow. Woolworths must consult with team members and their relevant trade union, identify and manage risks, and provide relevant safety training for team members.
- c. 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.
- d. Where Woolworths has workplace health and safety representatives who require training under relevant legislation, Woolworths will provide paid leave to team members to attend training. Where Woolworths requires a team member to hold a first aid qualification, Woolworths will provide first aid training or pay the cost of first aid training.
- e. Woolworths is also committed to working with team members to help them return to safe and sustainable work after a work injury or illness. Woolworths will consult with team members and, if the team member so chooses, their trade union representative, about their rehabilitation program.
- f. 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. Team member safety and security

- a. Where practicable Woolworths will provide lockers for team members to store their belongings. Lockers will be maintained in good working order.
- b. If a team member has a safety concern when leaving the store after dark the team member can request, and Woolworths will provide, a safe escort to their mode of transport. In addition, where practicable, team members will be permitted to move their vehicles closer to the entrance before dark.
- c. Further information in relation to security is set out in Appendix I.

### 2.4. Respectful workplace

- a. Woolworths encourages a workplace culture where people are treated with respect. All team members are expected to follow Woolworths policies in relation to expected workplace behaviour. Woolworths expects team members to treat their fellow team members, customers and others with dignity, courtesy and respect.
- b. Behaviours such as harassment (including sexual harassment), workplace bullying, violence and



unlawful discrimination are unacceptable and will not be tolerated at Woolworths. Any instances of inappropriate workplace behaviour should be reported to Woolworths – team members are encouraged to speak up if something is not right. Woolworths will take complaints seriously and handle them in accordance with our policies and procedures. This may include an investigation and the taking of disciplinary action.

## **2.5. Diversity and inclusion**

Woolworths values diversity and aims to ensure that team members feel included, valued, respected and empowered. Woolworths is committed to providing equal employment opportunity to team members.

## **2.6. Reporting an issue**

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 Woolworths People Advisory or consult the Code of Conduct for more reporting options.

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### 3. Starting work and classifications

#### 3.1. Terms of engagement

- a. When a team member starts working at Woolworths, Woolworths will inform each team member:
  - i. Whether they are employed on a full-time, part-time or casual basis;
  - ii. What their classification is;
  - iii. For full-time and part-time team members, what their **standard roster** is – including the days, times and hours for that team member; and
  - iv. Their 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 Woolworths. Woolworths or the team member can end the team member's employment by giving 1 weeks' notice during the probationary period.

#### 3.3. Classifications

- a. Woolworths will classify all team members who are covered by this Agreement according to the structure that is contained in Appendix A of this Agreement. Woolworths will advise team members of their classification, and of any changes to their classification or job title, in writing.
- b. The classification by Woolworths 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 Woolworths.
- c. Woolworths will not require any team member, regardless of their classification, to clean toilets unless the team member has been specifically engaged by Woolworths in a cleaning role.
- d. Below is a summary of the classifications and some of the example job titles that are included in each classification:

| <b>Woolworths Store Teams – All Departments</b> |   |
|---|---|
| <b>Classification</b>                           | <b>Examples of job titles within this classification</b>  |
| Retail Employee Level 1                         | Team Member<br>Stocktake Team Member<br>Store Cleaner<br>Trolley Collector (no ride-on equipment)<br>Personal Shopper<br>Store Security/Loss Prevention Officer |
| Retail Employee Level 2                         | Trolley Collector (ride-on equipment)   |
| Retail Employee Level 3                         | Team Support<br>Stocktake Team Support/Team Leader<br>Skilled non-tradesperson  |
| Retail Employee Level 4                         | Service Supervisor (up to 15 team members)  |
| Retail Employee Level 5                         | Service Supervisor (more than 15 team members)  |
| Retail Employee Level 6                         | Team Manager<br>Duty Manager  |
| Tradesperson Level 4                            | Qualified Tradesperson<br>(e.g. Qualified Baker or Butcher)   |
| Tradesperson Level 5                            | Qualified Tradesperson Team Support   |
| Clerical Assistant Level 1                      | Clerical Assistant  |
| Clerical Officer Level 2                        | Store Services Assistant  |
| Clerical Officer Level 3                        | Store Services Officer  |

## 4. Wages and superannuation

### 4.1. Base Rates of Pay

- a. 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) |
|----------------------------|---------------------------|---|
| Retail Employee Level 1    | \$21.05                   | \$799.90  |
| Retail Employee Level 2    | \$21.55                   | \$818.90  |
| Retail Employee Level 3    | \$21.89                   | \$831.82  |
| Retail Employee Level 4    | \$22.32                   | \$848.16  |
| Retail Employee Level 5    | \$23.23                   | \$882.74  |
| Retail Employee Level 6    | \$23.70                   | \$900.60  |
| Tradesperson Level 4       | \$23.20                   | \$881.60  |
| Tradesperson Level 5       | \$23.59                   | \$896.42  |
| Clerical Assistant Level 1 | \$21.05                   | \$799.90  |
| Clerical Officer Level 2   | \$22.20                   | \$843.60  |
| Clerical Officer Level 3   | \$23.29                   | \$885.02  |

- b. 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.
- c. Casual team members will be paid the base rate of pay plus a casual loading of 25% for all hours worked. This 25% loading is instead of paid leave (with the exception of paid long service leave). A casual team member is not entitled to be paid a penalty on a penalty, and the rates set out in the penalty rates table in clause 6.3 are inclusive of the 25% casual loading.

### 4.2. Temporary transition rates

Certain team members are eligible to receive temporary transition rates of pay described in Appendix C.

### 4.3. Increases to base rates of pay

Base rates of pay will increase annually in accordance with the table below. Base rate increases will take effect from the first full pay period on or after 1 July in each applicable year:

| Date of Increase (First full pay period on or after) | Increase Amount   |
|--|---|
| 1 July 2019  | At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2019.                                     |
| 1 July 2020  | At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2020.                                     |
| 1 July 2021  | At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2021, plus an additional \$0.03 per hour. |
| 1 July 2022  | At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review Decision taking effect July 2022, plus an additional \$0.05 per hour. |

#### 4.4. Junior rates

Any team member who is a Retail Employee Level 1 or Clerical Assistant Level 1 and who is under the age of 20 will receive the following percentage of the base rate of pay for their relevant classification:

| Age                | % of Base Rate of Pay |
|--------------------|-----------------------|
| 16 years and under | 50%                   |
| 17 years           | 60%                   |
| 18 years           | 70%                   |
| 19 years           | 80%                   |
| 20 years           | 100%                  |

#### 4.5. Apprentices

- a. Any team member who is completing a trades apprenticeship will receive the Tradesperson Level 4 base rate of pay at the following percentage rates as they progress through the stages of their apprenticeship. Further details in relation to apprentices are contained in Appendix D.

| Stage of Apprenticeship | % of Tradesperson Level 4 Base Rate of Pay |
|-------------------------|--|
| Stage 1                 | 60%  |
| Stage 2                 | 70%  |
| Stage 3                 | 85%  |
| Stage 4                 | 90%  |
| When Trade Qualified    | 100%                                       |

- b. An adult apprentice is an apprentice who is 20 years of age or older at the commencement of their apprenticeship. An adult apprentice will be paid the higher of the Retail Employee Level 1 base rate or the relevant percentage of the Tradesperson Level 4 base rate for the current stage of their apprenticeship. This applies to apprentices joining Woolworths or existing team members who choose to commence an apprenticeship when they are already employed by Woolworths.

- c. Stages of entry, exit and progression requirements for apprentices:

|                         |  |
|-------------------------|--|
| <b>Stage 1</b>          | Entry: Nil entry requirements.<br>Exit: No exit point at this stage.   |
| <b>Stage 2</b>          | Entry: An apprentice enters Stage 2 on attainment of 25% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan.<br>Exit: No exit point at this stage.   |
| <b>Stage 3</b>          | Entry: An apprentice enters Stage 3 on attainment of 50% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan.<br>Exit: No exit point at this stage.   |
| <b>Stage 4</b>          | Entry: An apprentice enters Stage 4 on attainment of 75% of the total competency points for the relevant AQF Certificate III qualification specified in the training plan.<br>Exit: Upon the attainment of 100% of the total competency points of the relevant AQF Certificate III specified in the training plan. |
| <b>Trade Qualified:</b> | An apprentice is trade qualified upon the attainment of 100% of the total competency points of the relevant AQF Certificate III qualification, resulting in the attainment of the qualification.   |

#### 4.6. School-based apprentices

Pay arrangements for team members who are undertaking school-based apprenticeships, are set out in Appendix D of this Agreement.

#### 4.7. 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. All Trainees who complete their Traineeship will be offered ongoing employment at no less than the hours they worked as Trainees. Further entitlements and obligations of Trainees are set out in Appendix D of this Agreement.

#### 4.8. Supported wages

Supported wage arrangements for team members with a disability are set out in Appendix D of this Agreement.

#### 4.9. Payment of wages

- a. Wages for the week (Monday to Sunday) will be paid on the same day of each week by electronic funds transfer, within three days of the end of each pay period. Woolworths will only change the pay day if there is a public holiday that impacts bank trading. Woolworths 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.
- b. Wages will be paid according to the actual hours worked each week, less applicable tax. In the case of full-time team members who work a 6/4 roster (6 days in one week, 4 days in the next) or an RDO roster, wages will be averaged for the 4-week cycle.
- c. Where employment ends and pay is owed to a team member on termination, such payment will be made on the next pay day or within 7 days of the date of termination.

#### 4.10. Superannuation

- a. On behalf of eligible team members, Woolworths will make monthly superannuation contributions of (currently) 9.5% of the team member's **Ordinary Time Earnings** or such other percentage consistent with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- b. Woolworths 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.
- c. 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.
- d. A team member can change their superannuation fund nomination at any time during their employment with Woolworths by notifying Woolworths in writing using the applicable form.
- e. The Meat Industry Employees Superannuation Fund (**MIESF**) is an industry superannuation fund for the meat industry and team members may nominate MIESF as their fund of choice.
- f. Further information about superannuation is set out in **Appendix B**.

## 5. Allowances and reimbursements

#### 5.1. Payment of allowances and reimbursements

- a. Allowances and reimbursements are extra payments made to eligible team members for specific purposes. Allowances and reimbursements will be paid at the same time as wages are paid, unless otherwise specified.
- b. The allowance rates and reimbursement rates below are effective from the first full pay period after this Agreement takes effect. The amounts payable must never be less than the equivalent allowances and reimbursements in the *General Retail Industry Award*.
- c. To receive payment of a reimbursement, a team member must provide Woolworths with evidence of the relevant expenditure and state the amount being claimed as a reimbursement. Where required under Woolworths policies and procedures, team members will use the relevant expense claims system for submitting reimbursement claims.

- d. The allowances and reimbursements that apply under this Agreement are provided in the tables below.

## 5.2. Allowance Table

| Allowance                         | Application  |
|-----------------------------------|--|
| <b>Special Clothing Allowance</b> | <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 Woolworths. Woolworths will train team members in the appropriate use of protective gear.</p> <p>Examples of protective gear are:</p> <ul style="list-style-type: none"> <li>▪ Gum boots for work in wet areas</li> <li>▪ White coats for meat team members, also available to seafood team members on request</li> <li>▪ Hats and sunscreen lotion for outdoor work</li> <li>▪ Insulated gloves and insulated parka for cold and freezer areas</li> </ul> <p>Where Woolworths requires a team member to wear special clothing such as a uniform, dress or other clothing then Woolworths 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 Woolworths.</p> <p>Woolworths will never require a team member to wear any clothing which is revealing or offensive.</p> <p>Where Woolworths requires a team member to launder any 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.<br/>           (b) For a part-time or casual team member, \$1.25 per shift.</p> |
| <b>Cold work allowance</b>        | <p><b>Fridge Allowance:</b> Woolworths team members who are principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid a cold work allowance of \$0.29 per hour, while so employed.</p> <p><b>Freezer Allowance:</b> Woolworths team members who are required to work in a cold chamber where the temperature is below 0°C will also be paid (in addition to the Fridge Allowance above) a Freezer Allowance of \$0.44 per hour (a total of \$0.73 per hour), while so employed.</p> <p>“Required to work in a cold chamber” means completing designated tasks such as cleaning, de-frosting or rearranging stock within a back-of-house freezer room.</p>   |
| <b>First aid allowance</b>        | <p>Where a team member holds an appropriate first aid qualification and is appointed by Woolworths to perform first aid duty they will be paid an allowance of \$10.89 each week.</p>  |
| <b>Transport allowance</b>        | <p>Where Woolworths 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 \$0.79 per kilometre.</p>   |
| <b>Recall Allowance</b>           | <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>   |
| <b>Higher Duties Allowance</b>    | <p>Team members engaged for more than 2 hours during 1 day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift.</p> <p>If engaged for 2 hours or less during 1 day or shift on duties carrying a higher rate than their ordinary classification, the team member is to be paid the higher rate for the time they worked on those duties only.</p>  |

|                                 |   |
|---------------------------------|---|
| <b>Liquor Licence Allowance</b> | A team member who is required by law or by Woolworths to hold a liquor licence will be paid an extra \$25.96 per week.  |
| <b>Broken Hill Allowance</b>    | A team member 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 \$0.94. |

### 5.3. Reimbursement Table

| <b>Reimbursement</b>                           | <b>Application</b>  |
|--|---|
| <b>Travelling Time reimbursement</b>           | <p>Where Woolworths 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 Woolworths 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>                 |
| <b>Excess Travelling Costs reimbursement</b>   | Where Woolworths asks a team member to move from one store to another for a temporary period that is less than three (3) weeks, all additional transport costs over and above the team member's usual transport costs will be reimbursed by Woolworths.   |
| <b>Relocation of team member reimbursement</b> | If Woolworths relocates a permanent 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 Woolworths will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family who reside with the team member at the time of the transfer.   |
| <b>Transport of team members reimbursement</b> | <p>Where:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• the team member's regular means of transport is not available; and</li> <li>• following reasonable attempts to do so, the team member is unable to arrange their own alternative transport;</li> </ul> <p>then Woolworths 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 Woolworths 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> |

## 6. Hours of work and penalty rates

### 6.1. Hours of work

- a. The ordinary hours of work for all team members (other than shift workers) may be worked within the following span of hours:

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

- b. Hours worked outside the span of hours in clause 6.1.a may be treated as part of the team member's ordinary time, by agreement between Woolworths and a team member, provided that:
- The team member receives the applicable penalty rates set out in the penalty rates tables in clauses 6.2 or 6.3, which are equivalent to the appropriate overtime rate; and
  - Woolworths or the team member may withdraw their agreement to this arrangement by giving at least 28 days written notice.
- c. 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, Tuesday, Wednesday, Thursday, 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%<br>Additional hours in this span over 3 hours: Base rate + 100%   |
| Sunday                                       | Midnight to 9.00am  | Base rate + 100%   |
|  | 9:00am to 11:00pm   | From 1 July 2018 to 30 June 2019:<br>Base rate + 80%<br><br>From 1 July 2019 to 30 June 2020:<br>Base rate + 65%<br><br>From 1 July 2020:<br>Base rate + 50% |
|  | 11:00pm to midnight | Base rate + 100%   |
|  |                     |  |



### 6.3. Penalty Rates Table: Casual team members

| Days of the Week                             | Hours               | Casual rates of pay (penalty rates are inclusive of 25% casual loading)                            |
|--|---------------------|--|
| Monday, Tuesday, Wednesday, Thursday, Friday | 7:00am to 6:00pm    | Base rate +25%   |
|  | 6:00pm to 11:00pm   | Base rate +25%   |
| Saturday                                     | 7:00am to 6:00pm    | Base rate + 35%  |
|  | 6:00pm to 11:00pm   | Base rate +25%   |
| Monday through Saturday                      | 11:00pm to 7:00am   | First 3 hours: Base rate + 75%<br><br>Additional hours in this span over 3 hours: Base rate + 125% |
| Sunday                                       | Midnight to 9.00am  | Base rate + 125%   |
|  | 9:00am to 11:00pm   | From 1 July 2018 to 30 June 2019:<br>Base rate + 85%<br><br>From 1 July 2019:<br>Base rate + 75%   |
|  | 11:00pm to midnight | Base rate + 125%   |

### 6.4. Award Mirroring – Casual Penalty Rates

- a. At the time of this Agreement, an application (matter number AM2017/43) has been filed with the FWC to increase penalty rates for casual team members as follows:
- i. **Casual Penalty Rates (Monday-Friday) Proceedings:** The application before the FWC to increase penalty rates for casual team members working evenings Monday to Friday after 6pm from 0% (125% of the permanent base rate of pay, including casual loading) to 25% (150% of the permanent base rate of pay, including casual loading) (see cl.29.4(a) of the *General Retail Industry Award*). If the terms of subclause 29.4(a) of the *General Retail Industry Award* are varied as a result of these proceedings, casual team members will be entitled to the penalty rates provided under the amended subclause 29.4(a) of the *General Retail Industry Award* from the first full pay period after that Award is amended.
  - ii. **Casual Penalty Rates (Saturday) Proceedings:** The application before the FWC to increase penalty rates for casual team members working Saturday between 7am and 6pm from an additional 10% (135% of the permanent base rate of pay, including casual loading) and in the case of retailers falling within cl.27.2(b)(iii) from no additional loading between the hours of 6pm and 11pm, to 25% (150% of the permanent base rate of pay, including casual loading) (see cl.29.4(b) of the *General Retail Industry Award*). If the terms of subclause 29.4(b) of the *General Retail Industry Award* are varied as a result of these proceedings, casual team members will be entitled to the penalty rates provided under the amended subclause 29.4(b) of the *General Retail Industry Award* from the first full pay period after that Award is amended.

### 6.5. Award Mirroring - Sunday penalty rates

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

## 7. Breaks

### 7.1. Meal and rest breaks table – All team members

- a. A rest break (sometimes called a “tea break”) is a 15-minute paid break that counts as time worked.
- b. A meal break is a 30 to 60-minute unpaid break that doesn’t count as time worked, except for shiftworkers.
- c. Meal breaks for shiftworkers are paid and count as time worked.
- d. 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-minute rest break  | No meal break                  |
| More than 5 hours but less than 7 hours | 1 x 15-minute rest break  | 1 x 30 to 60 minutes as agreed |
| 7 hours or more, but less than 10 hours | 2 x 15-minute rest breaks | 1 x 30 to 60 minutes as agreed |
| 10 hours or more                        | 2 x 15-minute rest breaks | 2 x 30 to 60 minutes as agreed |

### 7.2. Break time principles

- a. A team member will not work more than 5 consecutive hours without a meal break (unless taking an early mark under clause 7.2.d).
- b. A rest break will be counted and paid as time worked. The specified duration of the break includes any travel time to and from the place where the team member will take their break.
- c. Breaks are not to be taken within 1 hour of starting or finishing work, except where the team member has requested an “early mark” as per clause 7.2.d. Team members will not be required to take a rest break within 1 hour of taking a meal break.
- d. At the request of a team member, and by agreement with Woolworths, a team member who is rostered to work a shift, which is a minimum of 5 hours and a maximum of 6 hours, may request to take their unpaid meal break immediately prior to the end of their shift. If this request is approved, the team member will not be required to stay at or return to the workplace at the end of their break (effectively, the team member can use the break as an “early mark”).
- e. 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.
- f. A full-time, part-time or casual team member will not be required to work on a register for more than 8 hours on any one shift.
- g. Team members can take a toilet break or have a drink of water regardless of an entitlement to a rest break, subject to it not impacting on customer service. Team members working in serviced areas may keep bottled water with them, subject to any food safety requirements.

### 7.3. Breaks between work periods

- a. All team members will be granted a 12-hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- b. Where a team member recommences work without having had 12 hours off work then the team member will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.
- c. By agreement between Woolworths and a team member or team members the period of 12 hours may be reduced to not less than 10 hours. "By agreement" will include where a team member has accepted a standard roster that includes 10-hour breaks between work periods.

## 8. Rosters and rostering principles

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

- a. At the start of their employment, full-time and part-time team members will be notified of their standard roster which will specify:
  - i. The number of ordinary hours to be worked each week (the team member's **contract hours**);
  - ii. The days of the week that the work is to be performed; and
  - iii. The starting and finishing times of work for each day of the week on which work is to be performed.
- b. Woolworths 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

- a. 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 Woolworths and the team member):
  - i. 38 hours in 1 week;
  - ii. 76 hours in 2 consecutive weeks;
  - iii. 114 hours in 3 consecutive weeks; or
  - iv. 152 hours in 4 consecutive weeks.
- b. A standard roster for a full-time team member must meet the following principles:

| <b>Rostering Principle</b>                       | <b>Team member entitlement</b>   |
|--|--|
| <b>Minimum number of hours per day</b>           | 4 hours  |
| <b>Maximum number of hours per day</b>           | 9 hours<br>(with up to 11 hours on 1 day each week)  |
| <b>Maximum number of engagements per day</b>     | 1  |
| <b>Minimum break between shifts</b>              | 12 hours<br>(or 10 hours by written agreement – see clause 7.3)  |
| <b>Maximum number of days each week</b>          | 5 days<br>(or 6 days in one week, if no more than 4 days the next week)  |
| <b>Maximum number of consecutive days worked</b> | 6 days   |
| <b>Consecutive days off</b>                      | 2 consecutive days off per week<br>or 3 consecutive days off in a fortnight<br>(or alternative arrangements by written agreement)<br><br>At least once each fortnight: The 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon<br>(or alternative arrangements by written agreement) |

|   |   |
|---|---|
|   | A team member who regularly works Sundays: three consecutive days off (including a Saturday and Sunday) once each four weeks (unless the team member requests alternative arrangements in writing). |
| <b>Maximum number of hours in a 4-week roster cycle</b> | 152 hours   |
| <b>Maximum days in a 4-week roster cycle</b>            | 19 days<br>(or 20 by written agreement)   |

- c. 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 Woolworths 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:
- i. one shorter day a fortnight (less than 4 hours on one day);
  - ii. one shorter day a week (less than 6 hours on one day); or
  - iii. a slightly shorter day every day (7.6-hour day on every day rostered).
- d. A 19-day standard roster should not be unnecessarily different to an alternative 20-day roster.
- e. Any team member working a 20-day standard roster can elect at any time to convert to a 19-day roster by giving Woolworths 4 weeks' notice.
- f. Any request to vary arrangements for the number of rostered days off in a row must be in writing to and approved by Woolworths. The team member can terminate such agreement by giving 4 weeks' written notice to Woolworths.

### 8.3. Rostering principles – Part-time team members

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

| <b>Rostering principle</b>                              | <b>Team member entitlement</b>   |
|---|--|
| <b>Minimum number of hours per day</b>                  | 3 hours  |
| <b>Maximum number of hours per day</b>                  | 9 hours<br>(with up to 11 hours on 1 day each week)  |
| <b>Maximum number of engagements per day</b>            | 1  |
| <b>Minimum break between shifts</b>                     | 12 hours<br>(or 10 hours by written agreement – see clause 7.3)  |
| <b>Maximum number of hours each week</b>                | 38 hours   |
| <b>Maximum number of days each week</b>                 | Up to 5 days<br>(or 6 days in 1 week, if no more than 4 days the next week)  |
| <b>Maximum number of consecutive days worked</b>        | 6 days   |
| <b>Consecutive days off</b>                             | 2 consecutive days off per week<br>or 3 consecutive days off in a fortnight<br>(or alternative arrangements by written agreement)<br><br>At least once each fortnight: 2 consecutive days off which are either Fri/Sat, Sat/Sun or Sun/Mon<br>(or alternative arrangements by written agreement)<br><br>A team member who regularly works Sundays: 3 consecutive days off (including a Saturday and Sunday) once each 4 weeks (unless the team member requests alternative arrangements in writing). |
| <b>Maximum number of hours in a 4-week roster cycle</b> | 144 hours  |

|  |         |
|--|---------|
| <b>Maximum days in a 4-week roster cycle</b> | 20 days |
|--|---------|

- b. A part-time team member's contract hours will be an agreed number of hours, between 40 and 144 hours per 4-week cycle.
- c. Any request to vary arrangements for the number of rostered days off in a row must be in writing to and agreed by Woolworths. The team member can terminate such agreement by giving 4 weeks' written notice to Woolworths.

#### **8.4. Part-time flex-up – additional hours**

- a. 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 Woolworths (**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.
- b. Additional hours are offered on a voluntary basis in addition to the team member's existing standard roster, and a team member may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any 1 week. The team member needs to provide their consent to the additional hours in writing before the additional hours are worked.
- c. A part-time team member can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the team member at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by Woolworths and provided to the team member on request. This may be provided by electronic means as noted above. For clarity, the provision of standing consent and availability does not require a 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.
- d. Additional hours will be paid at the 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.
- e. A part-time team member will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of 144 hours in any 4-week cycle without the payment of overtime rates.
- f. In the event a part-time team member cannot work any agreed additional hours due to illness or injury, the team member is entitled to use personal leave in accordance with clause 14.
- g. Subject to appropriate skills and availability, and all things being equal, any extra hours of work will be offered to part-time team members before they are offered to casual team members (where practicable).

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

- a. 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-term contract arrangement under clause 12, and excluding any time rostered outside of this Agreement).
- b. Woolworths 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 Woolworths.
- c. 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.
- d. In exceptional circumstances that have given rise to a period where Woolworths does not have additional hours to roster (including a renovation or refurbishment, a natural disaster or the entry of new competition), Woolworths can delay the implementation of an increase to a team member's contract hours by up to 3 months.

- e. If, under this provision, a part-time team member works additional hours and over a period of time increases their contract hours to 36 hours per week, and they work 36 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

- a. 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<br>(with up to 11 hours on one day each week)   |
| Maximum number of engagements per day     | 1   |
| Minimum break between shifts              | 12 hours<br>(or 10 hours by written agreement – see clause 7.3)   |
| Maximum number of hours each week         | 38 hours  |
| Maximum number of days each week          | Up to 5 days<br>(or 6 days in one week by mutual agreement, 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  |

- b. Where practical, Woolworths will notify casual team members of their anticipated days and hours of work for the following week at least 5 days before the start of the week.
- c. If a casual team member's roster is not made available in accordance with clause 8.6.b, Woolworths 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.
- d. Shift start times may only be changed if Woolworths contacts the team member before they have arrived for the start of the shift.
- e. Once a roster has been communicated to a casual team member, where that roster changes and the change affects a casual team member, then Woolworths 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.
- f. If a casual team member needs to temporarily change their availability to not be rostered to attend to studies or exams they may notify Woolworths and be given appropriate consideration for roster changes without prejudice to being rostered to work again in the future.

## 8.7. Casual conversion to permanent employment

- a. For the purposes of this clause 8.7, a **regular casual team member** is a Woolworths casual team member who has, over a period of at least 12 months, worked a pattern of ordinary hours on an ongoing basis which, without significant adjustment, the team member could continue to perform as a full-time or part-time team member under the provisions of this Agreement.
- b. A regular casual team member who has worked an average of 38 or more ordinary hours a week in the period of 12 months' casual employment may request to have their employment converted to full-time employment.
- c. A regular casual team member who has worked an average of at least 10 hours per week but less than 38 ordinary hours per week in the period of 12 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- d. Any request for casual conversion must be provided to Woolworths in writing.

- e. Where a regular casual team member requests to convert to full-time or part-time employment, Woolworths may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the team member.
- f. Reasonable grounds for refusal include:
  - i. Where it would require a significant adjustment to the casual team member's hours of work in order for the team member to be engaged as a full-time or part-time team member in accordance with the provisions of this Agreement – that is, the casual team member is not truly a regular casual team member as defined in clause 8.7.a;
  - ii. Where it is known or reasonably foreseeable that:
    - A. the team member's position will cease to exist within the next 12 months;
    - B. the hours of work which the team member is required to perform will be significantly reduced in the next 12 months;
    - C. there will be a significant change in the days and/or times at which the team member's hours of work are required to be performed in the next 12 months; or
    - D. the team member's availability will change significantly in the next 12 months.
- g. Where Woolworths refuses a request to convert, Woolworths must advise the team member of Woolworths' reasons for refusal within 21 days, in writing. Where the team member does not agree with Woolworths' decision, the team member can use the dispute resolution process in clause 22 of this Agreement.
- h. A regular casual team member who is eligible can only make a request for conversion once every 6 months.
- i. Where it is agreed that a casual team member will have their employment converted to full-time or part-time employment as provided for in this clause, Woolworths will provide the team member with the following information:
  - i. the form of employment to which the team member will convert – that is, full-time or part-time employment;
  - ii. if it is agreed that the team member will become a part-time team member, the matters referred to in clause 8.1.a; and
  - iii. The date the conversion will take effect (which will be the commencement of the next pay cycle following agreement being reached, unless otherwise agreed).
- j. Once a casual team member has converted to full-time or part-time employment, the team member may only revert to casual employment with the written agreement of Woolworths.
- k. Nothing in this clause obliges a regular casual team member to convert to full-time or part-time employment or to make a request to convert. Woolworths cannot require a regular casual team member to convert to full-time or part-time employment, however Woolworths may at any time offer any casual team member an available full-time or part-time role. Nothing in this clause requires Woolworths to increase the hours of a regular casual team member seeking conversion to full-time or part-time employment.
- l. A casual team member must not be engaged and/or re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied in order to avoid any right or obligation under this clause.
- m. Woolworths will provide all new casual team members with a copy of the provisions of this clause (which can include giving the team member a copy of this Agreement, or a link to an electronic copy of this Agreement) within the first 12 months of their engagement with Woolworths. A casual team member's right to convert is not affected if Woolworths does not give them a copy of the clause or Agreement as required by this clause.

## 9. Roster changes

### 9.1. Change of Standard Roster

- a. At times Woolworths will need to make changes to standard rosters. When contemplating such roster changes, Woolworths will be mindful of the team member's needs, including family or carer responsibilities, secondary and tertiary study commitments, religious observance, safe transport home, and any genuine organised sporting commitments which the team member is actively competing in.
- b. Woolworths will not frequently change a team member's standard roster.
- c. Woolworths 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 Woolworths, a roster may be changed on less than 7 days' notice.
- d. Woolworths 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. Woolworths' consultation obligations are set out in clause 9.2 of this Agreement.
- e. 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 Woolworths 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.
- f. 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.
- g. Standard rosters will not be changed for the purpose of avoiding any entitlements under this Agreement.
- h. Any team member who is eligible to do so may make a request for flexible working arrangements as provided for in the NES.

### 9.2. Woolworths consultation obligations when making roster changes

- a. Where Woolworths proposes to introduce a change to the standard roster of a team member or team members, Woolworths must notify the relevant team member(s) of the proposed change
- b. The relevant team member(s) may appoint a trade union or another person as their representative for the purposes of the procedures in this clause.
- c. Woolworths must recognise a team member's (or team members') representative, if:
  - i. a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
  - ii. the team member or team members advise Woolworths of the identity of the representative.
- d. As soon as practicable after proposing to introduce the change, Woolworths must:
  - i. discuss with the relevant team member the introduction of the change; and
  - ii. for the purposes of the discussion-- provide to the relevant team members:
    - A. all relevant information about the change, including the nature of the change;
    - B. information about what Woolworths reasonably believes the effects of the change on the team members will be;
    - C. information about any other matters that Woolworths reasonably believes are likely to affect the team members; and
    - D. 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).
- e. However, Woolworths is not required to disclose confidential or commercially sensitive information to the relevant team members.



- f. Woolworths must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- g. For the purposes of this clause, relevant team member means the team members who may be affected by the change being proposed.
- h. 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. Night work roster changes – bakery and replenishment only

- a. Where a team member is a **bakery production team member** who works night work, or a **replenishment team member** who works **night work** (but who is not a shiftworker), this clause will apply.
- b. If a team member's roster is changed and the change reduces or eliminates the team member's night work, and that reduction or elimination of night work results in a decrease in the team member's total ordinary weekly earnings, then:
  - i. Woolworths will pay the team member the difference between their ordinary weekly earnings prior to the roster change and their ordinary weekly earnings after the roster change for a period of 8 weeks from the date of the roster change (and Woolworths may elect to pay this payment in a single lump sum instead of over 8 weeks); and
  - ii. If the team member's roster change results in the same or higher ordinary weekly earnings, then no additional payment is payable by Woolworths.
- c. This clause does not apply to shiftworkers or to any team member who voluntarily converts to becoming a shiftworker.
- d. For the purposes of this clause:
  - i. **Bakery production team member** means a team member whose primary duties are baking production and/or pastry cooking.
  - ii. **Replenishment team member** is a team member whose primary duties are replenishing and maintaining stock (sometimes referred to as night fill).
  - iii. **Night work** means ordinary hours of work between 10pm and 6am.

## 10. Overtime

### 10.1. Reasonable Overtime

- a. Woolworths can require a team member to work reasonable overtime at overtime rates in accordance with this clause.
- b. A team member can refuse to work overtime where working overtime would be unreasonable having regard to:
  - i. the team member's health and safety;
  - ii. the team member's personal circumstances including any family responsibilities;
  - iii. the needs of the workplace;
  - iv. the amount of notice given by Woolworths in relation to working overtime and the amount of notice given by the team member of their intention to refuse overtime;
  - v. any other relevant matter.

### 10.2. Overtime for full-time team members

- a. 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:
  - i. in excess of 152 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
  - ii. 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);
  - iii. in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
  - iv. outside the span of hours in clause 6.1.a, unless worked in accordance with clause 6.1.b.
- b. Clause 7.3 applies to hours worked without a 12 hour break.

### 10.3. Overtime for part-time team members

- a. 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:
  - i. In excess of 144 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
  - ii. In excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
  - iii. In excess of 38 hours in any one week;
  - iv. Outside the span of hours in clause 6.1.a, unless worked in accordance with clause 6.1.b;
  - v. In excess of a team member's contract hours except as provided for in clause 8.4 (flex-up).
- b. Clause 7.3 applies to hours worked without a 12 hour break.

**10.4. Overtime for casual team members**

- a. Casual team members will be paid overtime for all hours worked outside of the rostering principles in clause 8.6, including for all hours worked:
  - i. 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;
  - ii. in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
  - iii. outside the span of hours in clause 6.1.a, unless worked in accordance with clause 6.1.b.
- b. Clause 7.3 applies to hours worked without a 12 hour break.

**10.5. Overtime rates of pay**

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

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

| <b>Casual team members (includes Casual Loading)</b> |   |  |
|--|---|--|
| <b>Day</b>   | <b>First 3 hours of overtime<br/>% of ordinary rate</b> | <b>Subsequent hours of<br/>overtime<br/>% of ordinary rate</b> |
| Monday to Saturday inclusive                         | 175%  | 225%   |
| Sunday   | 225%  | 225%   |
| Public Holidays                                      | 275%  | 275%   |

**10.6. Overtime meal allowance**

- a. 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 \$18.29.
- b. If the overtime worked exceeds 4 hours, a further meal allowance of \$16.57 will be paid.
- c. The meal allowances payable under this clause must never be less than the equivalent allowances in the *General Retail Industry Award*.

## 10.7. Time off in lieu of overtime (TOIL)

- a. A team member can elect, with the agreement of Woolworths, to take time off in lieu (TOIL) of payment for overtime.
- b. The period of TOIL the team member can take will be taken at the overtime equivalent. For example, if a team member worked 1 hour of overtime on a weekday, the overtime payment would have been 150% of the ordinary rate – equivalent to 1.5 hours of ordinary work. Therefore, the team member gets 1.5 hours of TOIL for 1 hour of overtime worked.
- c. The TOIL must be taken within 6 months after the overtime is worked at a time or times agreed by the team member and Woolworths. If the TOIL has not been taken within 6 months of the overtime being worked, Woolworths will pay the TOIL to the team member.
- d. The team member can request, at any time after reaching an agreement to take TOIL, to be paid the TOIL instead.
- e. If a team member has a TOIL balance at the time of the end of their employment with Woolworths, the TOIL must be paid to the team member as part of their termination payments.
- f. Each period of overtime worked will “stand alone” and the team member can opt to take the overtime payment or TOIL on each separate occasion as they so choose, provided the choice is promptly communicated to Woolworths in writing.

## 11. Shiftwork

### 11.1. Application of shiftwork clause

- a. This clause will apply only to team members specifically employed as **shiftworkers** under this Agreement.
- b. 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—other than baking production team members

- a. For the purposes of this clause **shiftwork** means a shift starting at or after 6:00 pm on one day and before 5:00am on the following day.
- b. Shiftwork does not include a shift which starts and finishes on the same day within the span of ordinary hours specified in clause 6.1.a.
- c. All time between the actual commencing time and the actual ceasing time on any shift will count and will be paid for as time worked.

### 11.3. Rates of pay for shiftwork

|  | <b>Full-time and Part-time rate</b> | <b>Casual rate (inclusive of casual loading)</b> |
|--|-------------------------------------|--|
| <b>Shiftwork between midnight Sunday and midnight Friday</b> | Base rate + 30%                     | Base rate + 55%                                  |
| <b>Shiftwork on a Saturday</b>                               | Base rate + 50%                     | Base rate + 75%                                  |
| <b>Shiftwork on a Sunday</b>                                 | Base rate + 100%                    | Base rate + 125%                                 |
| <b>Shiftwork on a Public Holiday (Voluntary)</b>             | Public Holiday rates apply          | Public Holiday rates apply                       |

- a. Where a team member volunteers to work on a public holiday shift then the provisions set out in clause 19 (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.

- b. Where it is agreed between Woolworths and the majority of team members at any given Woolworths store 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 19 (Public Holidays) relating to such holiday will apply only to the day so substituted.

**11.4. Baking production team members – early morning shifts**

- a. A **baking production team member** means a shiftworker who is engaged primarily in the bakery department and who is producing baked goods.
- b. Rates of pay for baking production team members are as follows:

|   | <b>Full-time and Part-time rate</b> | <b>Casual rate (inclusive of casual loading)</b> |
|---|-------------------------------------|--|
| <b>Early Morning shift - shifts commencing at or after 2.00am and before 6.00am</b> |                                     |  |
| <b>Monday to Friday</b>   | Base rate + 12.5%                   | Base + 37.5%                                     |
| <b>Saturday</b>   | Base rate + 50%                     | Base + 75%                                       |
| <b>Sunday</b>   | Base + 100%                         | Base + 125%                                      |
| <b>Public Holiday</b>   | Public Holiday rates apply          | Public Holiday rates apply                       |
| <b>Night Shift - shifts commencing prior to 2.00am</b>                              |                                     |  |
| <b>Monday to Friday</b>   | Base rate +30%                      | Base + 55%                                       |
| <b>Saturday</b>   | Base rate + 50%                     | Base + 75%                                       |
| <b>Sunday</b>   | Base + 100%                         | Base + 125%                                      |
| <b>Public Holiday</b>   | Public Holiday rates apply          | Public Holiday rates apply                       |

- c. These allowances apply instead of shiftwork allowances and overtime payments for all hours up to 38 hours per week and 9 hours per day.

**11.5. 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.

**11.6. Rosters**

- a. Woolworths will not vary shiftwork rosters to avoid the provision of public holiday entitlements for shiftworkers.
- b. Rosters of shiftworkers cannot be arranged to have the shiftworker work both shiftwork and non-shiftwork in the same week.

**11.7. Conversion to shiftwork**

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

## 12. Temporary or fixed-term engagement

### 12.1. Fixed-term or temporary engagements

- a. Woolworths can employ new team members or existing team members on a fixed-term part-time or full-time contract for the purpose of temporarily covering the absence of an existing part-time or full-time team member (for example, while a permanent team member is on parental or annual leave). Entry into a fixed-term contract is voluntary, and Woolworths will provide team members with basic terms and conditions of a fixed-term contract before it is entered into, including the proposed start and end dates.
- b. A fixed-term contract may be between 2 and 52 weeks in duration. A parental leave cover fixed-term contract can be up to 104 weeks in duration.
- c. A team member on a fixed-term part-time or full-time contract will receive all of the benefits that apply to permanent team members under this Agreement.
- d. Where an existing team member accepts a fixed-term contract, they will continue to accrue all of their entitlements for the duration of the fixed term based on the number of hours worked. At the conclusion of the fixed-term contract the existing team member is entitled to return to their previous position without disadvantage and without breaking continuity of employment.
- e. Where a casual team member accepts a fixed-term contract for part-time or full-time employment, they will accrue all appropriate entitlements however any outstanding annual leave balance at the end of the fixed term will be paid to the team member if they revert to casual status.
- f. Hours worked on a fixed-term contract do not count when calculating average weekly hours for the purposes of casual or part-time conversion under clauses 8.5 and 8.7 of this Agreement.

## 13. Annual leave

### 13.1. Annual leave entitlements

- a. 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:

|                               |   |
|-------------------------------|---|
| <b>Full-time team members</b> | 4 weeks of paid annual leave for each year of continuous service  |
| <b>Part-time team members</b> | 4 weeks of annual leave for each year of continuous service calculated on a pro-rata basis based on their ordinary hours of work<br><br>For example, a part-time team member who works 20 hours per week for 1 year will accumulate 80 hours of annual leave that year – the equivalent of 4 weeks work for that team member. |
| <b>Casual team members</b>    | Not entitled to annual leave. Casual team members receive a 25% casual loading in lieu of paid leave entitlements   |

- b. Where a public holiday in the place where the 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.

### 13.2. Taking annual leave

- a. Annual leave will be taken at a time mutually agreed by Woolworths and the team member. Woolworths will respond to an annual leave request within 4 weeks. Consideration will be given to team members requests for leave to coincide with their partner or spouses' leave. Team members are encouraged to plan and notify Woolworths of their annual leave as far as possible in advance.
- b. Annual leave will be taken in either:
  - i. A single period of 4 weeks; or
  - ii. Such other periods as may be mutually agreed.

- c. Provided that a team member may elect, with the consent of Woolworths, to take annual leave in single days, not exceeding 5 days in any anniversary year, except where a team member applies to Woolworths, in writing, for additional single days.

### **13.3. Excessive accrued annual leave**

- a. The purpose of annual leave is to ensure team members take time for a break, to rest and relax. Woolworths encourages team members to plan for and take leave annually and 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).
- b. If a team member has an excessive annual leave accrual, Woolworths or the team member may initiate discussions to genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.
- c. Appendix F sets out the process for Woolworths to direct a team member who has excessive annual leave accrual to take paid annual leave, and also the process for a team member to require Woolworths to grant a paid leave request to the team member.

### **13.4. Payment of annual leave and annual leave loading**

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

### **13.5. 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.

### **13.6. Cashing out of annual leave**

- a. 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 paid annual leave. Woolworths may approve such application subject to the following:
  - i. The team member must retain a paid annual leave entitlement of at least 4 weeks;
  - ii. Each 'cashing out' of annual leave must be by a separate agreement, in writing, between Woolworths and the team member. If the team member is under 18 years of age, the request must also be signed by the team member's parent or guardian;
  - iii. The team member will be paid the amount that would have been payable had the team member taken that period of leave;
  - iv. The team member's annual leave entitlement will be reduced accordingly; and
  - v. A maximum of 2 weeks accrued paid annual leave may be cashed out in any period of 12 months.

### **13.7. Annual leave "at half pay"**

- a. Woolworths wants to support team members to take additional time off and so we offer the option of taking annual leave "at half pay".
- b. 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 of leave are taken one after the other, and pay for the paid leave period is averaged over the full leave period.

- c. This means that while team members are on leave “at half pay” they will:
  - i. receive half their normal annual leave entitlement pay each week; and
  - ii. accrue half of the leave they would normally accrue (because they are only accruing for the paid half of the leave period).
- d. Annual leave “at half pay” leave 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).
- e. Team members can take annual leave “at half pay” if:
  - i. all accessible long service leave has been exhausted; and
  - ii. they have 8 weeks accrued annual leave or less.
- f. Public holidays that fall during the paid annual leave half of a leave “at half pay” period will be paid in accordance with clause 13.1.b. Public holidays that fall during the unpaid half of a leave “at half pay” period will be unpaid.

### **13.8. Illness/Injury during annual leave**

- a. A team member who is ill or injured during a period of annual leave (and would not have been fit for work) may apply to have annual leave re-credited for the period of illness or injury upon the team member producing documentation in accordance with clause 14.3 below.
- b. To facilitate the re-crediting of annual leave it will be necessary for Woolworths to deduct the value of any leave loading (in the form of the 17.5% loading, or penalty rates, or shift loading paid in accordance with clause 13.4) for the period of leave re-credited from the team member’s weekly earnings. This may occur in a current or future pay cycle.

### **13.9. Additional Week**

For the purpose of the additional week of annual leave provided for 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.

### **13.10. Close-down**

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

## **14. Personal and carer’s leave**

### **14.1. Personal leave entitlement**

- a. Full-time and part-time team members are entitled to take personal leave when they are unable to attend work on a day that they are rostered to work, due to a personal illness or injury.
- b. A full-time team member is entitled to 10 days paid personal leave per year in accordance with the NES plus 1 additional paid day, 11 days per year in total. Part-time team members are entitled to 11 days paid personal leave calculated on a pro-rated basis in accordance with their ordinary hours of work. Casual team members are not entitled to paid personal leave.
- c. Personal leave accrues progressively. Unused personal leave accumulates from year to year, but is not paid out on termination of employment for any reason.
- d. 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.
- e. A team member is not entitled to paid personal leave for any period in respect of which they are entitled to workers’ compensation.

### **14.2. Taking paid personal leave**

If a team member is not fit to attend work due to a personal illness or injury, where practicable they should notify their Store Manager or relevant supervisor as soon as they can prior to the start of their shift. Woolworths appreciates being given notice to enable the shift to be filled or other operational changes to be made. When notifying Woolworths, 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.

### **14.3. Documentation**

- a. Before making a payment to a team member in respect of paid personal leave, Woolworths may

require a team member to provide evidence in support of their absence as follows:

| Period of Absence in any calendar year<br>(Paid and unpaid Personal Leave)   | Documentation that may be required  |
|--|---|
| First and second single shift absences                                       | No documentation required unless the shifts fall on a day before or after a public holiday, in which case the rule below applies. |
| Any period of sick leave falling on the day before or after a public holiday | A medical certificate issued by a qualified medical practitioner, or if not reasonably practicable, a statutory declaration.      |
| Two or more consecutive shifts   | A medical certificate issued by a qualified medical practitioner, or if not reasonably practicable, a statutory declaration.      |
| Third single shift, and any subsequent absences                              | A medical certificate issued by a qualified medical practitioner, or if not reasonably practicable, a statutory declaration.      |

#### 14.4. Carer's leave

- a. 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 and support for an **immediate family member** or a member of the team member's household who requires care or support because of personal illness, or injury of the person, or an unexpected emergency affecting the person.
- b. 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 totalling 2 days to which Woolworths 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 Woolworths.
- c. A team member must notify Woolworths as soon as is reasonably practicable of their need to take carer's leave, providing the anticipated duration of leave and a satisfactory explanation for the need to take leave.

#### 14.5. Leave entitlements exhausted

In any year where a team member has exhausted their paid personal leave but requires time off due to an extended illness or to provide care in accordance with clause 14.4 above, the team member may choose to use any paid TOIL they have earned and/or accrued annual leave.



## 15. Compassionate leave

### 15.1. Compassionate leave entitlement

- a. 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, brother or sister  | 5 days  |
| The death of a team member's parent-in-law, brother or sister-in-law, grandparent, grandparent-in-law, grandchild, son-in-law, daughter-in-law, de-facto parent-in-law, cousin, uncle, aunt, niece, nephew, or Godparent   | 3 days  |
| The death of a member of the team member's household   | 2 days  |
| Attending the funeral of a significant other   | 1 day   |
| Spending time with a team member's spouse, child, parent, brother or sister, grandparent, grandchild, or a child, parent, brother or sister, grandparent, grandchild of a spouse 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) |

- b. For the purposes of this clause 15.1:
- i. **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.
  - ii. **Spouse** means a current or former spouse.
- c. In addition to the entitlement above, a team member will be entitled to 2 days paid leave to attend the funeral of a parent, spouse, child, brother or sister, where the team member travels outside Australia or more than 400km, one way, either interstate or within the same state
- d. In addition to the entitlement above, a team member will be entitled to 2 days unpaid leave to attend the funeral of a relative other than a parent, spouse, child, brother or sister, where the team member travels outside Australia or more than 400km, one way, either intrastate or interstate.
- e. Upon request by Woolworths in order to be entitled to paid compassionate leave, a team member must provide as soon as reasonably practicable any written evidence Woolworths reasonably requires of the illness, injury or death of the member, and which otherwise meets the requirements of the Fair Work Act.
- f. Any paid compassionate leave will be paid at the team member's base rate of pay for the hours normally rostered to work.
- g. Casual team members will be entitled to be absent for 2 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.

## 16. Parental leave (including pre-natal leave)

### 16.1. Entitlement to parental leave

- a. Parental leave supports team members who provide primary care or share in the care of their new-born or newly adopted child.
- b. Team members are entitled to parental leave in accordance with the Fair Work Act and Woolworths policies, as both are amended from time to time:
- i. The Fair Work Act contains minimum legal entitlements that apply to all team members.
  - ii. *Woolworths Parental Leave Policy* provides additional entitlements, including paid leave for eligible team members and other benefits.
- c. Any team member who may need to take parental leave should first read the current Woolworths

Parental Leave Policy, and then refer to the Fair Work Act.

- d. For clarity, the *Woolworths Parental Leave Policy* is not incorporated into this Agreement.
- e. If *Woolworths Parental Leave Policy* is rescinded or reduced, the minimum parental leave entitlements set out in Appendix G will apply. The Appendix provides guaranteed minimum standards for team members under this Agreement.

## **16.2. Pre-natal leave and pre-adoption leave**

- a. A full-time or part-time team member who is pregnant or about to adopt a child, or whose spouse or partner 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.
- b. Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.
- c. The team member will provide Woolworths with notice as soon as practicable on each occasion of their requirement to take pre-natal or pre-adoption leave for pre-natal or pre-adoption appointments.
- d. Team members may be required to provide Woolworths with proof of attendance at a medical appointment in accordance with the evidence requirements in clause 14.3.
- e. The actual time taken off to attend each appointment will be deducted from the team member's accrued personal/carer's leave entitlement and will be paid at the team members ordinary hours rate of pay. Such leave of absence will not break the team member's continuity of employment.

## **17. Family and domestic violence leave**

### **17.1. Purpose of family and domestic violence leave**

Woolworths 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.

### **17.2. Entitlement to paid and unpaid leave**

- a. Each year, a full-time team member is entitled to 5 days' paid leave and 5 days' unpaid leave to deal with family and domestic violence. A part-time team member has an entitlement to 5 days of paid leave on a pro-rata basis, and 5 days of unpaid leave (not pro-rated) per year. Casual team members are entitled to 5 days' unpaid leave per year.
- b. The entitlement:
  - i. is available in full at the start of each 12-month period of the team member's employment;
  - ii. does not accumulate from year to year;
  - iii. (where the leave is paid leave) is paid at the team member's base rate of pay for the hours normally rostered to work; and
  - iv. is not paid out on termination of employment if unused.
- c. A team member may take any combination of paid or unpaid family and domestic violence leave to deal with family and domestic violence if the team member:
  - i. is experiencing family and domestic violence; and
  - ii. 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 it is impractical for the team member to attend to it outside of their ordinary hours of work.
- d. Leave may be granted for the purpose of seeking medical, legal or police assistance, for counselling, relocation or other directly related activities.
- e. 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 whether or not they have used their unpaid leave under this clause. If they have used their unpaid leave, they may take an unpaid leave of absence.
- f. A team member who supports a person experiencing family or domestic violence may take personal/carer's leave (as per clause 14) to accompany them to court or hospital or to mind

children.

- g. 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 Woolworths People Advisory or the relevant Culture & People Partner/Manager.
- h. Woolworths 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.
- i. In order to provide support and a safe work environment for a team member experiencing family and domestic violence, Woolworths will consider any reasonable request from a team member for:
  - i. changes to their spread of hours or pattern of hours and/or shifts;
  - ii. job redesign or change of duties;
  - iii. relocation to a suitable location within Woolworths;
  - iv. any other appropriate measures including those available under existing provisions for flexible working arrangements.

### 17.3. 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.

### 17.4. Family and domestic violence definitions

- a. For the purposes of this clause 17:
  - i. **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of a team member that seeks to coerce or control the team member and causes them to be fearful.
  - ii. **family member** means:
    - A. a spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the team member; or
    - B. 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
    - C. a person related to the team member according to Aboriginal or Torres Strait Islander kinship rules.

## 18. Other leave entitlements

### 18.1. Blood Donor Leave

- a. 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.
- b. The team member will arrange for the absence to be on a day suitable to Woolworths and be as close as possible to the start or finish of their ordinary hours of work. The team member will notify Woolworths 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 Woolworths request.

### 18.2. Jury service

- a. Team members are entitled to leave of absence and payment for any period of jury service in accordance with the NES and relevant state/territory legislation, provided that:
  - i. Where Woolworths 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.
  - ii. 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.

- iii. 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).
- iv. 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 recredited to the team member (less any leave loading or penalties paid).

### **18.3. Defence forces leave**

- a. 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 Woolworths 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.
- b. To receive payment, a team member must provide Woolworths proof of attendance and proof of the Defence Forces rate of pay and total payment received for the time spent in training.
- c. Team members seeking to take Defence Forces Leave must provide notice to Woolworths at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.
- d. Casual team members are entitled to unpaid defence forces leave.

### **18.4. Emergency service leave**

- a. Full-time and part-time team members engaged in voluntary emergency services activities that are coordinated through a recognised emergency management body (such as state emergency services, rescue and firefighting) will be entitled to up to 2 weeks per year paid time off. 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.
- b. It will be the responsibility of the team member to keep Woolworths informed about the time off needed to attend to emergency duties. To receive payment, a team member must provide Woolworths proof of engagement in emergency services activities.
- c. Paid time off for emergencies that are not local will be limited to 2 days but may be increased depending upon the nature of the emergency, e.g. major bushfire.
- d. Casual team members are entitled to unpaid emergency service leave.

### **18.5. Natural disaster leave**

- a. Where a cyclone warning or a state of emergency is declared, or where flooding, snowstorms, 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.
- b. A full-time or part-time team member is to receive up to 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.
- c. Casual team members are entitled to unpaid natural disaster leave.

### **18.6. Long service leave**

- a. Team members are entitled to long service leave in accordance with applicable State or Territory legislation.
- b. In addition:
  - i. 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.
  - ii. 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, Woolworths will re-credit the long service leave.
  - iii. 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).

## 18.7. Leave of absence

- a. A full-time or part-time team member may apply to take an unpaid leave of absence of one week's duration or more.
- b. Unpaid leave will mean an approved leave of absence, which may include, but is not limited to:
  - i. leave for unforeseen personal circumstances such as long-term illness
  - ii. planned additional time off such as for school holidays or overseas travel
- c. 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.
- d. 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.

## 19. Public holidays

### 19.1. Working or not working on public holidays

- a. In this Agreement, public holiday has the same meaning as in the NES.
- b. 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.
- c. 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. Woolworths 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.
- d. Woolworths may or may not open for trade on public holidays. If Woolworths is trading on a public holiday, Woolworths may communicate to team members that it is seeking volunteers. Woolworths is not obliged to roster all team members who volunteer on a public holiday, and will roster team members based on operational needs.
- e. 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.
- f. Depending on whether a team member works on a public holiday or not, the following entitlements will apply:

|  | <b>If the team member WORKS on the public holiday:</b>  | <b>If the team member is ABSENT on the public holiday:</b>   |
|--|---|--|
| <b>Full-time or part-time team member whose standard roster WOULD include the public holiday as a working day:</b>     | Hours worked are paid at public holiday penalty rates<br>OR team member can request TOIL or an equivalent day of annual leave instead | 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) |
| <b>Full-time or part-time team member whose standard roster would NOT include the public holiday as a working day:</b> | Hours worked are paid at public holiday penalty rates<br>OR team member can request TOIL or an equivalent day of annual leave instead | Unpaid   |
| <b>Casual team member (does not have a standard roster)</b>  | Hours worked are paid at public holiday penalty rates   | Unpaid   |

- g. Woolworths 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.

## 19.2. Public holiday penalty rates

- a. 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) |

- b. These rates apply instead of any rates in the tables in clauses 6.2 and 6.3, and instead of any shift work or bakery production team rates in clause 11.

## 19.3. Time off in lieu (TOIL)

- a. By mutual agreement between Woolworths and a part-time or full-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:
- 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
  - An additional day or equivalent time added to their annual leave balance.
- b. The team member and Woolworths 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.

## 19.4. Engagement across two days

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.

## 19.5. Part-day public holidays

- a. 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).
- b. Full-time and part-time team members will receive public holiday benefits under this clause 19 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.
- c. However, minimum daily engagement rostering principles in clauses 8.2, 8.3 and 8.6 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 19.1.f will only apply to the hour from 7:00 pm to 8:00 pm).

## 19.6. Voluntary work on Christmas Eve, New Year's Eve and Easter Sunday

- a. Work after 6pm on Christmas Eve, after 6pm on New Year's Eve and on Easter Sunday (except where they are a public holiday and are completely voluntary), will be voluntary provided there are enough volunteers to meet Woolworths operational needs, subject to the following:
- team members not wanting to work at these times will inform Woolworths at least 4 weeks in advance. At the same time, Woolworths will start to assess the number of team member volunteers that will be required to work; and
  - if there are not enough volunteers Woolworths will first ask casual team members to work the hours, and will then ask full-time and part-time team members.

- b. Where Woolworths is open for trade and a team member takes the benefit of this clause 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 6pm on New Year's Eve or Christmas Eve, the time is unpaid time and the team member will only be paid for hours actually worked. A team member can request to take paid annual leave for the hours *not* worked.

## 20. Ending employment

### 20.1. Notice of termination of full-time and part-time team members by Woolworths

- a. Woolworths will provide the following period of written 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 or more, but less than 2 years  | 2 weeks (3 weeks if team member is over 45 years old) |
| 2 years or more, but less than 5 years | 3 weeks (4 weeks if team member is over 45 years old) |
| 5 years and over                       | 4 weeks (5 weeks if team member is over 45 years old) |

- b. Woolworths 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 their base rate of pay 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).
- c. 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.
- d. 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:
  - i. the team member's employment ends prior to the conclusion of the specified period in accordance with the above termination notice provisions; or
  - ii. unless the team member was an existing team member before the specific period in which case they will revert to their previous employment status.
- e. Where Woolworths 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's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times convenient to the team member after consultation with Woolworths.

### 20.2. Team member resignation

- a. Unless otherwise agreed by Woolworths, full-time and part-time team members need to give Woolworths the same amount of notice of resignation as Woolworths needs to give them (in the above table), except that the additional week of notice based on the age of the team member does not apply. A team member can request to give less notice, and Woolworths will not unreasonably refuse such a request.
- b. If a team member fails to give the required period of notice, Woolworths can deduct from the team member's final pay their base rate of pay for the hours they would usually work during the weeks' notice not given. This deduction is from the team member's pay, not their NES entitlements.
- c. Casual team members can resign without notice.

### 20.3. Termination for serious misconduct

In the case of serious misconduct, a team member may be immediately dismissed, with no notice or pay in lieu of notice.

### 20.4. Abandonment of employment

- a. If a team member fails to attend work for more than 3 working days or shifts in a row without notification or explanation, Woolworths may deem that the team member has abandoned their employment, but Woolworths will only do so after it has made genuine and reasonable attempts to contact the team member to confirm their intentions. For example, Woolworths may try to contact the team member by telephone, email, instant message or post.

- b. If, following genuine and reasonable attempts to make contact with the team member, Woolworths has been unable to make contact with the team member then Woolworths may deem that the team member has abandoned their employment and their employment will cease, with the termination taken to be at the initiative of the team member.

## 20.5. Statement of service

On request, Woolworths will provide a statement of service confirming a former team member's employment commencement and termination date, and the team member's last job classification. Team members who have been employed by Woolworths for less than 1 month are not entitled to a statement of service.

## 20.6. Redundancy

- a. A redundancy occurs when Woolworths 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 Woolworths introduces new technology, slows down due to lower sales, closes down a part of or all of its business, relocates or restructures.
- b. Where Woolworths 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, Woolworths must follow the consultation process outlined in clause 21.
- c. The information Woolworths must provide under clause 21 will include:
- i. relevant information about the proposed redundancies, including reasons for the proposed redundancies;
  - ii. the roles, and the number of roles of team members that are likely to be affected;
  - iii. the number of team members normally employed; and
  - iv. the time period over which the redundancies will take effect;

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

- d. The discussions that will be had under clause 21 will include:
- i. any reasons for the proposed redundancies;
  - ii. measures taken to avoid or minimise job losses; and
  - iii. measures to mitigate any adverse effects of job losses on the team members concerned.

## 20.7. Redundancy Pay

- a. In addition to the period of notice required for termination of employment (clause 20.1), 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 Weeks' Pay            |                             |
|-------------------------------|---------------------------------|-----------------------------|
|                               | Team member under the age of 45 | Team member aged 45 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                    |

- b. "**Weeks' pay**" for the purposes of redundancy pay means the team member's **Ordinary Time Earnings**.

## 20.8. Transfer to lower paid duties

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. Woolworths 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. Woolworths 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' severance pay that the team member would have been entitled to if their employment had been terminated.

#### **20.9. Team member leaving during the notice period**

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.

#### **20.10. Job search entitlement**

- a. 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 20.1.e.
- b. 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 Woolworths, 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.

#### **20.11. Change to redundancy pay**

- a. Where there is a transfer of business, redundancy pay (as per clause 20.7) and notice of termination (as per clause 20.1) will not apply where Woolworths obtains employment for a team member in the transferred business or another Woolworths Group Limited 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 Woolworths.
- b. Where Woolworths 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.

#### **20.12. Variation of redundancy pay for other employment or incapacity to pay**

- a. In circumstances other than a transfer of business, if Woolworths:
  - i. obtains other acceptable employment for the team member; or
  - ii. cannot pay an amount of redundancy pay;

then Woolworths 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 20.7 will be so reduced.

## **21. Workplace changes and consultation**

#### **21.1. Consultation regarding major workplace change**

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

#### **21.2. Woolworths to notify team member**

- a. Where Woolworths 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, Woolworths must notify the team members who may be affected by the proposed changes and their trade unions, if any.
- b. Significant effects include termination of employment; major changes in the composition, operation or size of the Woolworths workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- c. The relevant team members may appoint a trade union or other person as their representative for the purposes of this clause.

- d. Woolworths must recognise a team member's (or team members') representative, if:
  - i. a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
  - ii. the team member or team members advise Woolworths of the identity of the representative.

### **21.3. Woolworths to discuss change**

- a. As soon as practicable after proposing to introduce the change, Woolworths must:
  - i. discuss with the relevant team member(s) and their trade unions, if any:
    - A. the introduction of the change referred to in clause 21.2.a;
    - B. the effects the changes are likely to have on team members; and
    - C. measures that Woolworths is taking to avert or mitigate the adverse effects of such changes on team members
  - ii. for the purposes of the discussion—provide, in writing, to the relevant team members:
    - A. all relevant information about the change, including the nature of the change; and
    - B. information about what Woolworths reasonably believes will be the effects of the change on the team members; and
    - C. information about any other matters that Woolworths reasonably believes are likely to affect the team members; and
    - D. an invitation to relevant team members to give their views about the impact of the change.
- b. However, Woolworths is not required to disclose confidential or commercially sensitive information to the relevant team members.
- c. Woolworths must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- d. For the purposes of this clause, **relevant team member** means the team members who may be affected by the proposed change.

## **22. Resolving disputes**

### **22.1. Parties to discuss**

- a. A dispute between a team member (or team members) and Woolworths, including a dispute in relation to
  - i. a matter arising under the Agreement; or
  - ii. the NES;
 should be discussed in first instance at the workplace level between the team member (or members) and their relevant supervisors or management.
- b. At any stage, Woolworths and a team member or team members may appoint another person to accompany and/or represent them for the purposes of this clause, including a trade union listed in clause 1.3.
- c. If the dispute remains unresolved, the dispute may be referred to Woolworths People Advisory for it to be escalated to an appropriate representative of Woolworths to assist in resolving the dispute, which may be a more senior member of management or a representative from the Woolworths Culture & People team.
- d. If, following escalation under clause 22.1.c, the dispute remains unresolved then the matter may be referred to a senior representative of Woolworths (such as the relevant Employee Relations Manager, Head of Workplace Relations or General Manager) for further discussions.

### **22.2. Referral to FWC**

- a. If the dispute still remains unresolved, then either party may refer the dispute to the FWC for resolution.
- b. The FWC may deal with a dispute in two stages:

- i. the FWC will first attempt to resolve the dispute through conciliation;
  - ii. where the matter cannot be resolved by conciliation, at the request of one or both parties, the FWC may arbitrate the dispute.
- c. 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:
- (i) Convene conciliation conferences of the parties or their representatives at which the FWC is present;
  - (ii) Require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;
  - (iii) Request but not compel a person to attend and/or give evidence at proceedings;
  - (iv) Request but not compel a person to produce documents;
  - (v) Where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement
- d. Any determination by the FWC following an arbitration must be in writing and must give reasons for the determination
- e. In the exercise of its functions under this clause, the FWC must not issue interim orders, 'status quo' orders or interim determinations.
- f. The parties are entitled to be represented, including by legal representatives, in any proceedings under this clause.
- g. 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 as normal and as before the dispute arose in accordance 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 Woolworths to perform work, whether at the same or another workplace, that is safe and appropriate for the team member to perform.

## **23. Individual Flexibility Arrangements**

### **23.1. Making an individual flexibility arrangement**

- a. Woolworths and any team member whose employment with Woolworths 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:
- i. 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
  - ii. the arrangement meets the genuine needs of Woolworths and team member in relation to one or more of the matters set out in paragraph 23.1.a.i; and
  - iii. the arrangement is genuinely agreed to by Woolworths and team member without coercion or duress.

### **23.2. Terms of the individual flexibility arrangement**

- a. Woolworths must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the Fair Work Act; and
  - ii. are not unlawful terms under section 194 of the Fair Work Act; and
  - iii. result in the team member being better off overall than the team member would be if no arrangement was made.
- b. Woolworths must ensure that the individual flexibility arrangement is in writing, includes the name of Woolworths and the team member and is signed by Woolworths and the team member, and also by their parent/guardian if they are under 18 years of age.

- c. Woolworths must ensure that the written individual flexibility arrangement includes details of:
  - i. the terms of the Agreement that will be varied by the arrangement;
  - ii. how the arrangement will vary the effect of the terms;
  - iii. how the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - iv. the date on which the arrangement commences.
- d. Woolworths must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to. Woolworths will also retain a copy.
- e. Woolworths or team member may terminate the individual flexibility arrangement:
  - i. by giving no more than 13 weeks' written notice to the other party to the arrangement; or
  - ii. if Woolworths and team member agree in writing--at any time.

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# Appendix A: Classifications

## A.1 Classification Table

The table below sets out the classifications that apply to this Agreement.

|                                       |  |
|---------------------------------------|--|
| <p><b>Retail Employee Level 1</b></p> | <p>An employee performing one or more of the following functions in Woolworths retail supermarket operations:</p> <ul style="list-style-type: none"> <li>○ the receiving and preparation for sale and or display of goods in or about any shop;</li> <li>○ the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale;</li> <li>○ the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods;</li> <li>○ the sale or hire of goods by any means;</li> <li>○ the receiving, arranging or making payment by any means;</li> <li>○ the recording by any means of a sale or sales;</li> <li>○ the wrapping or packing of goods for despatch and the despatch of goods;</li> <li>○ the delivery of goods;</li> <li>○ window dressing and merchandising;</li> <li>○ loss prevention;</li> <li>○ demonstration of goods for sale;</li> <li>○ the provision of information, advice and assistance to customers;</li> <li>○ the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods;</li> <li>○ all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; or</li> <li>○ work which is incidental to or in connection with any of the above.</li> </ul> <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 except in the case of a take away food establishment.</p> <p>3. Indicative job titles which are usually within the definition of a Retail Employee Level 1 are:</p> <ul style="list-style-type: none"> <li>○ Shop Assistant,</li> <li>○ Check-out Operator,</li> <li>○ Store Worker,</li> <li>○ Reserve Stock Hand,</li> <li>○ Driver,</li> <li>○ LPO,</li> <li>○ Photographic Employee,</li> <li>○ Store Greeter,</li> <li>○ Assembler,</li> <li>○ Ticket Writer (Not Qualified),</li> <li>○ Trolley Collector,</li> <li>○ Telephone Order Salesperson,</li> <li>○ Door-to-door Salesperson, or Retail Outdoor Salesperson, and,</li> <li>○ Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer).</li> </ul> |
| <p><b>Retail Employee Level 2</b></p> | <p>1. An employee performing work in Woolworths retail supermarket operations at a higher skill level than a Retail Employee Level 1.</p> <p>2. Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:</p> <ul style="list-style-type: none"> <li>○ Forklift Operator,</li> <li>○ Ride on Equipment Operator.</li> </ul>  |
| <p><b>Retail Employee Level 3</b></p> | <p>1. An employee performing work in Woolworths retail supermarket operations at a higher level than a Retail Employee Level 2.</p> <p>2. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>○ Supervisory assistance to a designated section manager or team leader,</li> <li>○ Opening and closing of premises and associated security,</li> <li>○ Security of cash, or</li> <li>○ Utilising a specific skill in a trades department that requires specific training to Woolworths' standards.</li> </ul> <p>3. Indicative job titles which are usually within the definition of a Retail Employee 3 include:</p> <ul style="list-style-type: none"> <li>○ Skilled non-tradesperson</li> <li>○ Machine operators,</li> <li>○ 2IC to Dept Manager,</li> <li>○ Senior Salesperson,</li> <li>○ Driver Selling Stock,</li> <li>○ Cook (Not Qualified) in a cafeteria,</li> <li>○ Senior LPO, including an armed LPO,</li> <li>○ LPO Supervisor,</li> <li>○ Designated second-in-charge of a section (i.e. senior sales assistant),</li> <li>○ Designated second-in-charge to a service supervisor, or</li> <li>○ Person employed alone, with responsibilities for the security and general running of a shop.</li> </ul>  |
| <p><b>Retail Employee Level 4</b></p> | <p>1. An employee performing work in Woolworths retail supermarket operations at a higher level than a Retail Employee Level 3.</p> <p>2. Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <li>○ Management of a defined section/department,</li> <li>○ Supervision of up to 15 sales staff (including self),</li> <li>○ Stock control, or</li> <li>○ Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc.</li> </ul> <p>3. Indicative job titles which are usually within the definition of a Retail Employee 4 include:</p> <ul style="list-style-type: none"> <li>○ An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments,</li> <li>○ A Shiftwork Supervisor,</li> <li>○ Section/Department manager with up to 2 employees (including self),</li> <li>○ Service Supervisor of up to 15 employees,</li> <li>○ Nightfill Supervisor/Leader.</li> </ul>   |

|                                   |  |
|-----------------------------------|--|
| <b>Retail Employee Level 5</b>    | <ol style="list-style-type: none"> <li>1. An employee performing work in or in connection with in Woolworths retail supermarket operations at a higher level than a Retail Employee Level 4.</li> <li>2. Indicative job titles which are usually within the definition of a Retail Employee 5 include: <ul style="list-style-type: none"> <li>○ Service Supervisor (more than 15 employees).</li> </ul> </li> </ol>  |
| <b>Retail Employee Level 6</b>    | <ol style="list-style-type: none"> <li>1. An employee performing work in or in connection with Woolworths retail supermarket operations at a higher level than a Retail Employee Level 5.</li> <li>2. Indicative job titles which are usually within the definition of a Retail Employee 6 include: <ul style="list-style-type: none"> <li>○ Section/Department manager with 5 or more employees (including self),</li> <li>○ Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management),</li> <li>○ Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections.</li> </ul> </li> </ol>   |
| <b>Clerical Assistant Level 1</b> | <p>Clerical Assistant Level 1 means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <ol style="list-style-type: none"> <li>1. Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.</li> <li>2. Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.</li> <li>3. Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.</li> <li>4. Indicative typical duties and skills at this level may include: <ul style="list-style-type: none"> <li>○ reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors;</li> <li>○ maintenance of basic records;</li> <li>○ filing, collating, photocopying etc;</li> <li>○ handling or distributing mail including messenger service;</li> <li>○ recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or</li> <li>○ the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Clerical Officer Level 2.</li> </ul> </li> </ol>   |
| <b>Clerical Officer Level 2</b>   | <p>Clerical Officer Level 2 means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <ul style="list-style-type: none"> <li>○ This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction.</li> <li>○ Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations, detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge.</li> <li>○ The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level.</li> </ul> <p>Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>○ Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position.</li> <li>○ Operation of computerised radio/telephone equipment, micro personal computer, printing devices attached to personal computer, dictaphone equipment, typewriter.</li> <li>○ Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents.</li> <li>○ Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment.</li> <li>○ Copy typing and audio typing.</li> <li>○ Maintenance of records and/or journals including initial processing and recording relating to the following: reconciliation of accounts to balance; incoming/outgoing cheques; invoices; debit/credit items; payroll data petty cash; letters etc.</li> <li>○ Computer application involving use of a software package which may include one or more of the following functions: create new files and records; spreadsheet/worksheet; graphics; accounting/payroll file; following standard procedures and using existing models/fields of information.</li> <li>○ Arrange routine travel bookings and itineraries, make appointments.</li> <li>○ Provide general advice and information on the organisation's products and services, e.g. front counter/telephone.</li> </ul> |
| <b>Clerical Officer Level 3</b>   | <p>Clerical Officer Level 3 means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <ul style="list-style-type: none"> <li>○ Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties.</li> <li>○ Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration.</li> </ul> <p>Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <li>○ Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.</li> <li>○ Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.</li> <li>○ Apply one or more computer software packages to: create new files and records; maintain computer-based records management systems identify and extract information from internal and external sources; use of advanced word processing/keyboard functions.</li> <li>○ Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).</li> <li>○ Application of specialist terminology/processes in professional offices.</li> </ul>  |
| <b>Tradesperson Level 4</b>       | <ol style="list-style-type: none"> <li>1. A qualified retail tradesperson performing work in Woolworths retail supermarket operations at a higher level than a Retail Employee Level 3.</li> <li>2. Indicative of the tasks which might be required at this level are the following: <ul style="list-style-type: none"> <li>○ An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week.</li> </ul> </li> <li>3. Indicative job titles which are usually within the definition of a Tradesperson 4 include: <ul style="list-style-type: none"> <li>○ An employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week. This includes: Butcher, Baker, Pastry Cook, Florist.</li> <li>○ An employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work.</li> </ul> </li> </ol>  |

|                             |  |
|-----------------------------|--|
| <b>Tradesperson Level 5</b> | <ol style="list-style-type: none"><li>1. A qualified retail tradesperson performing work in or in connection with Woolworths retail supermarket operations at a higher level than a Retail Employee Level 4.</li><li>2. Indicative job titles which are usually within the definition of a Tradesperson Level 5 include:<br/>A tradesperson (e.g. butcher, baker, pastry cook or florist) in charge of other tradespersons within a section or department.</li></ol> |
|-----------------------------|--|

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# Appendix B: Superannuation

## B.1 Entitlement to superannuation

- B.1.1** Team members over the age of 18 who earn more than \$450 per month in **ordinary time earnings**, and any team member under the age of 18 who works more than 30 hours per week and earns more than \$450 per month in ordinary time earnings are eligible to receive superannuation contributions. If the superannuation legislation changes during the term of this Agreement to widen eligibility for superannuation contributions, Woolworths will pay superannuation to any team member who becomes eligible.
- B.1.2** Woolworths will make superannuation contributions on behalf of eligible team members in accordance with the relevant legislation.

## B.2 Absence from Work

- B.2.1** Subject to the governing rules of the relevant superannuation fund, Woolworths must also make the superannuation contributions provided for in clause 4.10 and pay the amount authorised under clause B.3:
- (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 work-related injury or work-related illness provided that:
- B.2.2** the team member is receiving workers compensation payments or is receiving regular payments directly from Woolworths in accordance with the statutory requirements; and;
- B.2.3** the team member remains employed by Woolworths 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 Woolworths 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 done in writing using the form provided on the Woolworths intranet.

## B.4 Additional Superannuation Contributions - Salary Sacrifice

- B.4.1** An eligible team member may direct Woolworths to pay a portion of their wages as additional superannuation contributions (salary sacrifice contributions) into the team member's nominated superannuation fund (which must be the same fund that their superannuation contributions under clause 4.10 are paid into).
- B.4.2** A team member who wishes to make salary sacrifice contributions must direct Woolworths in writing to make such contributions using the form provided on the Woolworths intranet or such other form or application as advised by Woolworths.
- B.4.3** Upon receiving written direction, Woolworths 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 or such form or application as advised by Woolworths.

## B.5 Additional superannuation and relationship with wages

- B.5.1** Any amount paid by Woolworths on behalf of the team member under clause B.3 or B.4 is deemed to be paid in satisfaction of Woolworths obligation to pay the team member's wages set out in the 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 pre-tax basis. Where a team member elects to salary sacrifice; overtime rates, loadings, termination payments and superannuation contributions made by Woolworths on the team member's behalf will be based on the team member's pre-salary sacrifice wage.

## Appendix C: TTR and CTTR

### C.1 Temporary Transition Rates (TTR) – Full-time and part-time team members

- C.1.1** This Agreement provides a different hourly pay rate and penalty rate structure to our previous enterprise agreement, the *Woolworths National Supermarket Agreement 2012 (2012 EA)*. This Agreement transitions Woolworths wage structure into closer alignment with the *General Retail Industry Award*.
- C.1.2** To support eligible team members during this transition period, they will be paid a special rate on certain hours worked with the aim that they receive at least the amount they would have been paid for those hours under the 2012 EA. This special rate is referred to in this Agreement as the Temporary Transition Rate, or **TTR** for short.
- C.1.3** The TTR is a guaranteed rate of pay for the applicable hours. It is calculated by adding a “top up” to the base rate of pay, bringing the total hourly rate to the TTR amount for those hours. For example, to achieve a TTR of \$22.20 for a Level 1 Retail Employee, \$1.15 would be added to the team member’s base rate of \$21.05.
- C.1.4** A team member entitled to the TTR will not have their roster changed, nor will they be replaced by a new team member who is not eligible for the TTR, to avoid the payment of the TTR.

### C.2 Application of the TTR

- C.2.1** The TTR will be payable to any full-time or part-time team member covered by this Agreement who was employed by Woolworths Supermarkets or Metro stores, and to whom the 2012 EA applied before 23 October 2018. These team members are referred to in this clause as **TTR Team Members**. (Note that the clause below deals with the Casual Temporary Transition Rate or CTTR). Team members employed by Woolworths on and from 23 October 2018 onwards will not be eligible to receive the TTR. Team members employed by Metro stores who were paid under the *General Retail Industry Award* and not the 2012 EA are not eligible to receive the TTR.
- C.2.2** The TTR only applies for hours worked (including part-time flex up hours) by TTR Team Members during the following periods (the **TTR Span**):

|           |                  |
|-----------|------------------|
| Monday    | 7:00am to 6:00pm |
| Tuesday   | 7:00am to 6:00pm |
| Wednesday | 7:00am to 6:00pm |
| Thursday  | 7:00am to 6:00pm |
| Friday    | 7:00am to 6:00pm |

- C.2.3** The TTR does not apply outside of these hours, and therefore it does not apply on weekends or at night. The TTR does not apply on public holidays, or during hours worked as overtime during the TTR Span (the relevant public holiday penalty rate or overtime rate will apply instead). Hours worked outside the TTR Span are paid at the base rate of pay plus any applicable penalties or loadings.
- C.2.4** The TTR will continue to be paid to a TTR Team Member until that team member’s base rate of pay for the same hours meets or exceeds the TTR. For example, if following an annual wage increase the TTR is \$22.75 and the base rate of pay for the same hours is \$22.80, the TTR will no longer apply and the TTR Team Member will be paid the base rate of pay from the time the wage increase becomes effective.

### C.3 Rates payable

- C.3.1** The TTR that applies will depend on a TTR Team Member’s classification under the 2012 EA immediately before this new Agreement took effect. The **TTR Matrix** below sets out the relevant TTR for each eligible TTR Team Member:

#### TTR Matrix

| Team Member’s classification/role under the 2012 EA | 2012 EA Grade | Starting TTR |
|---|---------------|--------------|
| Trolley Collector / Cleaner                         | Grade 1       | \$22.20*     |

|                                |          |          |
|--------------------------------|----------|----------|
| Store Team Member              | Grade 2  | \$22.20* |
| Store Services Assistant       | Grade 3  | \$23.40  |
| Skilled Non-Trades             | Grade 3  | \$23.40  |
| Team Support                   | Grade 3  | \$23.40  |
| Team Support Skilled Non-Trade | Grade 3b | \$23.75  |
| Store Services Officer         | Grade 4  | \$24.15  |
| Team Manager / Leader          | Grade 4  | \$24.15  |
| Tradesperson                   | Grade 5  | \$25.25  |
| Team Support - Tradesperson    | Grade 5b | \$26.02  |
| Duty Manager                   | Grade 5b | \$26.02  |

\*In Western Australia only, the starting TTR for Grade 1 and 2 is \$22.50, not \$22.20

### Junior Rates TTR Matrix

|  | Starting TTR<br>All states and<br>territories<br>except WA | Starting TTR<br>WA only |
|--|--|-------------------------|
| <b>Grade 1 and 2 under the 2012 EA</b> |  |                         |
| 16 years of age and under              | \$11.10  | \$11.25                 |
| 17 years of age                        | \$13.32  | \$13.50                 |
| 18 years of age                        | \$15.54  | \$15.75                 |
| 19 years of age                        | \$17.76  | \$18.00                 |

**C.3.2** The above rates are national rates except for the Retail Employee Level 1 rate, which is \$22.20 for all States and Territories excluding Western Australia. The TTR for Retail Employee Level 1 in Western Australia is \$22.50.

**C.3.3** The “Starting TTR” set out in column 3 of the TTR Matrix and column 2 of the Junior Rates TTR Matrix will be increased annually at the same time as the base rates of pay in this Agreement are increased. The applicable TTR increase will be one half of the percentage increase that is applied to the base rates of pay under this Agreement, capped at a maximum of 1.75%. For example, if the base wage rate is increased by 2%, the TTR will be increased by 1%. Woolworths will publish an updated TTR Matrix and Junior Rates TTR Matrix annually with the new rates.

### **C.4 TTR and taking leave**

**C.4.1** The TTR is payable when a TTR Team Member takes approved paid leave during the TTR Span as follows:

| Leave Type                 | Application of TTR to leave types   |
|----------------------------|---|
| Annual Leave               | TTR + Leave Loading<br><br>Or<br><br>Base + Penalties<br><br>Whichever is higher. |
| Personal and Carer's Leave | TTR   |
| Compassionate Leave        | TTR   |

|                                  |  |
|----------------------------------|--|
| Parental Leave                   | TTR  |
| Family & Domestic Violence Leave | TTR  |
| Blood Donor                      | If leave taken during TTR hours, then TTR applies. Blood donor leave is “non deduction in pay”.  |
| Jury Service                     | TTR, less the amount received by way of jury service fee.  |
| Defence Forces                   | TTR  |
| Natural Disaster                 | TTR  |
| Emergency Services               | TTR  |
| Long Service                     | TTR applies where LSL would normally be calculated based on base rate of pay. In States/Territories where LSL is based on average earnings, TTR paid to the team member should be factored in to the calculation as it forms part of earnings. |
| Public Holiday                   | TTR if rostered but not worked.  |

## C.5 Casual Temporary Transition Rate (CTTR)

- C.5.1** The Casual Temporary Transition Rate or CTTR has the same purpose as the TTR but it is specific to eligible casual team members.
- C.5.2** The CTTR is a guaranteed rate of pay for the applicable hours for eligible team members. It is calculated by adding a “top up” to the base rate of pay after the casual loading has been applied, bringing the total hourly rate to the CTTR amount for all relevant hours.
- C.5.3** For example, to achieve a CTTR of \$26.62 for a Level 1 Retail Employee, \$0.31 would be added to the team member’s base rate of \$26.31 (which includes casual loading of 25%), to total the CTTR of \$26.62. The CTTR only applies during times where no penalties apply (other than the 25% casual loading).
- C.5.4** Woolworths will not engage or cease to re-engage a casual team member eligible for the CTTR for the purpose of avoiding payment of the CTTR.

## C.6 Application of the CTTR

- C.6.1** The CTTR will be payable to any casual team member covered by this Agreement who was employed by Woolworths and to whom the 2012 EA applied before 23 October 2018. These team members are referred to in this clause as **CTTR Team Members**. Casual team members employed by Woolworths on and from 23 October 2018 onwards will not be eligible to receive the CTTR.
- C.6.2** The CTTR only applies for hours worked by CTTR Team Members during the time periods where there are no additional penalties payable over and above the 25% casual loading (the **CTTR Span**). At the date of this Agreement, the CTTR Span is as per the following table – however if the casual penalties are changed pursuant to clause 6.4 of this Agreement, then this span will reduce:

|           |                   |
|-----------|-------------------|
| Monday    | 7:00am to 11:00pm |
| Tuesday   | 7:00am to 11:00pm |
| Wednesday | 7:00am to 11:00pm |
| Thursday  | 7:00am to 11:00pm |
| Friday    | 7:00am to 11:00pm |
| Saturday  | 6:00pm to 11:00pm |

- C.6.3** The CTTR does not apply outside of these hours. The CTTR does not apply on public holidays or during hours worked as overtime during the CTTR Span (the overtime rate applies instead). Hours worked outside the CTTR Span are paid at the base rate of pay plus any applicable penalties or loadings.

**C.6.4** The CTTR will continue to be paid to a CTTR Team Member until that team member's base rate of pay plus applicable casual loading for the same hours meets or exceeds the CTTR, or until the nominal expiry date of this Agreement - whichever comes first. For example, if following an annual wage increase the CTTR is \$22.75 and the base rate of pay for the same hours is \$22.80, the CTTR will no longer apply and the CTTR Team Member will be paid the base rate of pay plus the casual loading from the time the wage increase became effective.

**C.7 Rates payable**

**C.7.1** The CTTR that applies will depend on a CTTR Team Member's classification under the 2012 EA immediately before this new Agreement took effect. The **CTTR Matrix** below (or in appendix?) sets out the relevant CTTR for each eligible CTTR Team Member:

**CTTR Matrix**

| Team Member's classification/role under the 2012 EA | 2012 EA Grade | Starting CTTR            |
|---|---------------|--------------------------|
| Trolley Collector / Cleaner                         | Grade 1       | \$26.62*                 |
| Store Team Member                                   | Grade 2       | \$26.62*                 |
| Store Services Assistant                            | Grade 3       | \$28.08                  |
| Skilled Non-Trades                                  | Grade 3       | \$28.08                  |
| Team Support  | Grade 3       | \$28.08                  |
| Team Support Skilled-Non-Trade                      | Grade 3b      | \$28.51                  |
| Store Services Officer                              | Grade 4       | N/A – new rate is higher |
| Team Manager / Leader                               | Grade 4       | N/A – new rate is higher |
| Tradesperson  | Grade 5       | \$30.31                  |
| Team Support - Tradesperson                         | Grade 5b      | \$31.21                  |
| Duty Manager  | Grade 5b      | \$31.21                  |

\*In Western Australia only, the starting CTTR for Grade 1 and 2 is \$27.00, not \$26.62

**Junior Rates CTTR Matrix**

| Grade 1 and 2 under the 2012 EA | Starting CTTR All states and territories except WA | Starting CTTR WA only |
|---------------------------------|--|-----------------------|
| 16 years of age and under       | \$13.32  | \$13.50               |
| 17 years of age                 | \$15.98  | \$16.20               |
| 18 years of age                 | \$18.65  | \$18.90               |
| 19 years of age                 | \$21.31  | \$21.60               |

**C.7.2** The CTTR set out in Column 3 of the CTTR Matrix will be increased annually at the same time as the base rates of pay in this Agreement are increased. The applicable CTTR increase will be one half of the percentage increase that is applied to the base rates of pay under this Agreement, capped at a maximum of 1.75%. For example, if the base wage rate is increased by 2%, the CTTR will be increased by 1%. Woolworths will publish an updated CTTR Matrix annually with the new CTTR rates.

**C.7.3** For clarity, the CTTR will apply to the travelling time allowance rate for Stocktake Team members who are eligible to receive CTTR under this Agreement.

**C.8 TTR and CTTR when employment changes**

**C.8.1** The following table sets out the treatment of a team member's entitlement to TTR and CTTR in relation to scenarios where employment changes:

| Scenario:   | Treatment of TTR:  |
|---|--|
| TTR Team Member is promoted to a higher classification.                               | Team member will receive the new base rate and higher TTR for the new classification, until the TTR catches up to the former base rate of pay for the new classification.          |
| TTR Team Member is demoted to or steps down to a lower classification                 | Team member will receive the new lower base rate and the lower TTR for the new classification, until the TTR catches up to the former base rate of pay for the new classification. |
| TTR Team Member changes from permanent to casual employment.                          | Team member entitled to the applicable CTTR instead of the TTR.  |
| CTTR Team Member changes from casual to permanent.                                    | Team member entitled to the TTR instead of the CTTR.   |
| TTR Team Member becomes a salaried team member.                                       | TTR ceases to apply when this Agreement ceases to apply to a salaried team member.   |
| Salaried team member becomes a team member under the Agreement (permanent or casual). | TTR or CTTR does not apply as the team member was not covered by the 2012 EA at eligibility date.  |
| When a TTR Team Member or CTTR Team Member works higher duties.                       | The TTR or CTTR for the higher duties will be applied.   |
| Upon termination of employment or redundancy.   | TTR or CTTR is used for the purpose of calculating termination entitlements.   |

PROPOSED

# Appendix D: Traineeships and Apprenticeships

## D.1 Traineeship

"**Trainee**" means a team member who is bound by a Traineeship Agreement.

"**Traineeship**" means a system of training which has been approved by the State Training Authority.

A Trainee shall be engaged as a full-time or a part-time team member for the nominal duration period as set down by the relevant State or Territory Training Authority. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, Woolworths and the Trainee, may vary the duration of the Traineeship and the extent of approved training, provided that any Agreement variance is in accordance with the relevant Traineeship scheme.

## D.2 Apprenticeship

"**Apprentice**" means a team member who is bound by an Apprenticeship Agreement.

"**Apprenticeship**" means a system of training which has been approved by the State Training Authority.

Apprentices shall be engaged as a full-time team member entering the trades of, Baking, Breadmaking, Pastry Cooking, or Butchering and shall not exceed 4 years and such persons shall be bound by Indentures in accordance with the relevant provisions of the appropriate Act and this Agreement.

## D.3 Training Conditions

**D.3.1** The Trainee or Apprentice shall attend an approved training course or training program prescribed in the Traineeship or Apprenticeship Agreement or as notified to the trainee/apprentice by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes or Registered Training Organisation, without loss of wages or continuity of employment.

**D.3.2** A Traineeship or Apprenticeship shall not commence until the relevant Traineeship/Apprenticeship Agreement, made in accordance with a Traineeship/Apprenticeship Scheme, has been signed by Woolworths and the trainee/apprentice and lodged for registration with the relevant State or Territory Training Authority.

**D.3.3** Woolworths shall ensure that the Trainee or Apprentice is permitted to attend the training course or program provided for in the Traineeship or Apprenticeship Agreement and shall ensure that the Trainee/Apprentice receives the appropriate on-the-job training.

**D.3.4** Woolworths shall provide a level of supervision in accordance with the Traineeship/Apprenticeship Agreement during the traineeship/ apprenticeship period.

## D.4 Overtime and Shiftwork

**D.4.1** No Trainee or Apprentice shall work overtime on their own unless consistent with the provisions of this Agreement. No Apprentice will (except in an emergency) work or be required to work overtime at times which would prevent their attendance at training consistent with their Apprenticeship Agreement.

**D.4.2** No Trainee or Apprentice shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

**D.4.3** All other terms and conditions of this Agreement that are applicable to the Trainee or Apprentice shall apply unless specifically varied by this Agreement.

## D.5 Employment Conditions

**D.5.1** Apprentices and Trainees shall be team members engaged in accordance with the relevant provisions of the appropriate Act and this Agreement. The following provisions shall apply in respect of apprentices/trainees:

- (a)** Apprenticeship/Traineeship Terms - Every contract of Apprenticeship or Traineeship shall be in the terms as set down by the relevant State or Territory Training Authority.
- (b)** College Fees – College fees for instruction of each trainee/apprentice shall be paid by Woolworths for each year of the trade course or period of apprenticeship or traineeship or correspondence course.
- (c)** Time Off – Any Apprentice or Trainee who is given time off during ordinary working hours for the purpose of attending at a college or other required off job venue for instruction and fails to attend

without reasonable cause shall not be paid for such time off.

- (d) Accommodation and Meals – Where a team member is required to attend block release training at college and away from home accommodation is required for the duration of the block release training, this accommodation may be provided by Woolworths or the team member shall be reimbursed by Woolworths the difference between the appropriate statutory amount as prescribed by the State or Training Authority and the cost of reasonably comfortable accommodation and meals approved by Woolworths.
- (e) Provided that the total monies paid by the statutory scheme and Woolworths is no more than the cost of reasonably comfortable accommodation and meals approved by Woolworths.
- (f) If the Vocational Training Assistance (**VTAS**) rate of reimbursement is substantially increased Woolworths and the relevant Trade Union agree to review the rate of reimbursement.
- (g) Travelling Expenses and Fares – Woolworths shall either provide transport or shall reimburse to the Trainee/Apprentice all fares reasonably incurred in attending the college. Where transport, other than the use of a private vehicle is available, trainees/apprentices shall be encouraged to use such transport and all fares incurred shall be reimbursed.
- (h) Where such transport is not readily available and private transport has to be used the trainee/apprentice shall be paid no less than the difference between the VTAS rate and the travelling allowance.

## **D.6 Commitment to ongoing employment**

**D.6.1** Upon the successful completion of a Traineeship or Apprenticeship (excluding School Based Traineeships/Apprenticeships) and meeting Woolworths's performance criteria and competencies, the team member shall be offered ongoing permanent employment with Woolworths for at least as many hours as they spent on the job (on an average per week basis) during their Traineeship or Apprenticeship. Such period of apprenticeship or traineeship shall be counted as service for the purpose of the Agreement or any other legislative entitlements.

**D.6.2** When offering ongoing employment at the completion of the Traineeship or Apprenticeship Woolworths will give consideration to the distance required to be travelled by the team member, however, Woolworths will retain the right to nominate the location of the store.

## **D.7 School Based Apprentices**

**D.7.1** This clause applies to school-based apprentices. A school-based apprentice is a team member who is undertaking an apprenticeship in accordance with this clause while also undertaking a course of secondary education.

**D.7.2** A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.

**D.7.3** The relevant minimum wages for full-time junior and adult apprentices provided for in clause 0 of this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

**D.7.4** For the purposes of clause D.7.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.

**D.7.5** A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.

**D.7.6** For the purposes of this clause, off-the-job training is structured training delivered by a **Registered Training Organisation** separate from normal work duties or general supervised practice undertaken on the job.

The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

**D.7.7** School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression provided in this Agreement.

**D.7.8** If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based



apprentice.

**D.7.9** School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

PROPOSED

## Appendix E: Stocktake Team

### E.1 Stocktake Team

**E.1.1** A **stocktake team member** is a casual team member who is specifically employed by Woolworths as part of the mobile stocktake team that primarily completes stocktaking activities.

### E.2 Travel and Allowances

**E.2.1** The allowances and reimbursements in clause 5 apply to stocktake team members unless varied in this Appendix.

**E.2.2** Where Woolworths provides a coach/bus to transport stocktake team members from a pick-up point to the location where work will be performed, team members will be paid travel time for time spent travelling by coach/bus from the pick-up point to the work location and again from the work location back to the pick-up point. Travel time is paid at the team member's base rate of pay (except on Sundays and public holidays when it will be time-and-a-half), and does not count as time worked for the purposes of calculating overtime.

Where travel time plus hours worked on a single coach/bus trip day exceeds 10 hours in total, team members shall be entitled to a daily meal allowance of \$18.50 for that day. This meal allowance shall never be less than the overtime meal allowance provided for in the *General Retail Industry Award*.

### E.3 New South Wales and Australian Capital Territory Stocktake Team

**E.3.1** The following arrangements apply exclusively to stocktake team members operating in New South Wales and the Australian Capital Territory:

- (a) A NSW/ACT stocktake team member will not use their own vehicle for more than 30 kilometres per day (round trip) without payment of the travel allowance.
- (b) When travelling to provincial country stores, NSW/ACT stocktake team members will be paid their base rate of pay for time spent travelling beyond the following suburbs:

| Sydney Area       | Newcastle Area  | Wollongong Area |
|-------------------|-----------------|-----------------|
| Waterfall         | Maitland        | Kiama           |
| Rosemeadow/Camden | Kurri Kurri     | Bulli Lookout   |
| Emu Plains        | Swansea         | Wilton          |
| Berowra           | Raymond Terrace | Robertson       |
| Kurrajong         | Williamtown     |                 |

- (c) However, where overnight accommodation is arranged by Woolworths, NSW/ACT stocktake team members are not entitled to payment for travel time from the accommodation location to a store, or from a store to the accommodation location where the accommodation and store are within the same town, including travel time where coach travel to and from a pick-up point is provided by Woolworths.

### E.4 Accommodation

**E.4.1** Where Woolworths arranges accommodation for team members who are required to be away from home overnight for work purposes, Woolworths will ensure that:

- (a) Not more than 2 team members shall share a room;
- (b) All shared rooms must have 2 separate beds, which cannot be bunk beds or sofa beds.

## Appendix F: Excess Annual Leave

### F.1 Excessive Accrued Annual Leave

- (a) 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 subclause 11 of this Agreement).
- (b) If a team member has an excessive leave accrual, Woolworths 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.
- (c) Clause F.2 sets out how Woolworths may direct a team member who has an excessive leave accrual to take paid annual leave.
- (d) Clause F.3 sets out how a team member who has an excessive leave accrual may require Woolworths to grant paid annual leave requested by the team member.

### F.2 Excessive leave accruals: direction by Woolworths that leave be taken

F.2.1 If Woolworths has genuinely tried to reach agreement with a team member under clause 13.3 but agreement is not reached (including because the team member refuses to confer), Woolworths may direct the team member in writing to take one or more periods of paid annual leave.

F.2.2 However, a direction by Woolworths under clause F.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 Woolworths and the team member.

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

F.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.

### F.3 Excessive leave accruals: request by team member for leave

F.3.1 If a team member has genuinely tried to reach agreement with Woolworths under subclause 13.3, but agreement is not reached (including because Woolworths refuses to confer), the team member may give a written notice to Woolworths requesting to take one or more periods of paid annual leave.

F.3.2 However, a team member may only give a notice to Woolworths under clause F.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 F.2.1 that, when any other paid annual leave arrangements are taken into account, would eliminate the team member's excessive leave accrual.

F.3.3 A notice given by a team member under clause F.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 Woolworths and the team member.

- F.3.4** A team member is not entitled to request by a notice under clause F.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.
- F.3.5** Woolworths must grant paid annual leave requested by a notice under clause F.3.1.

PROPOSED

# Appendix G: Parental Leave

## G.1 Purpose of this appendix

- G.1.1 The Fair Work Act requirements always apply to team members as stated in the Act.
- G.1.2 Woolworths 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 Woolworths.
- G.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.

## G.2 Minimum provisions

- G.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.
- G.2.2 Casual team members with at least 12 months continuous service are entitled to take up to 104 weeks of unpaid parental leave.
- G.2.3 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, Woolworths will work with the team member to redeploy them to a comparable position (in pay and status).
- G.2.4 Team members returning to work from parental leave may request, and Woolworths 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 their child's second birthday. 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.
- G.2.5 A team member may return to work earlier than expected by agreement with Woolworths. In these circumstances, Woolworths 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.
- G.2.6 Team members should apply for parental leave at least 10 weeks before their anticipated due date or date of adoption, and at least 4 weeks' notice of their intention to return to work or extend their period of leave.

## G.3 Provisions

- G.3.1 Parents may take up to three weeks of unpaid parental leave together immediately after the birth or placement of their child.
- G.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 within 28 weeks before the anticipated date of birth, the team member is entitled to take unpaid parental leave for the period specified by the team member's medical practitioner.
- G.3.3 By agreement between Woolworths and a team member, a team member may be engaged to perform work on a casual basis during periods of parental leave.
  - (a) Such work will:
    - (i) be paid at the appropriate casual hourly rate;
    - (ii) not be included for the purposes of accruing any leave entitlements other than service for the purposes of long service leave accrual, where the number of casual starts will be added to the team member's service.
    - (iii) (not extend the period of parental leave beyond the approved period of leave.
  - (b) Team members in receipt of payments under the Australian Government's Parental Leave Pay program may risk losing eligibility for such payments by working while on parental leave, and should make enquiries with the Government before deciding to perform work.

- G.3.4** 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 Woolworths 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 as though they were on annual leave, 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).
- G.3.5** Where a team member has been engaged to replace another team member who is on parental leave, such replacement team member will be informed of the temporary nature of their engagement and made aware of the rights of the team member on parental leave.
- G.3.6** 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 Woolworths will genuinely consider any such requests and work with the team member to agree to suitable arrangements which will be documented in writing and a copy provided to the team member.

# Appendix H: Supported wages

## H.1 Introduction

**H.1.1** This appendix defines the conditions which will apply to team members who, because of the effects of a disability, are eligible for a supported wage under the terms of the *General Retail Industry Award* and this Agreement.

**H.1.2** In this appendix:

**approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

**relevant minimum wage** means the minimum wage prescribed in this award for the class of work for which an team member is engaged

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the team member's productive capacity and agreed wage rate

## H.2 Eligibility criteria

**H.2.1** Team members covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the team member is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

**H.2.2** This appendix does not apply to any existing team member who has a claim against Woolworths which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of team members who are injured in the course of their employment.

## H.3 Supported wage rates

**H.3.1** Team members to whom this appendix applies will be paid the applicable percentage of the relevant wage rate according to the following table:

| Assessed capacity % | Relevant wage % |
|---------------------|-----------------|
| 10                  | 10              |
| 20                  | 20              |
| 30                  | 30              |
| 40                  | 40              |
| 50                  | 50              |
| 60                  | 60              |

|    |    |
|----|----|
| 70 | 70 |
| 80 | 80 |
| 90 | 90 |

**H.3.2** Provided that the minimum amount payable must be not less than \$86 per week, or such other minimum amount as specified in the General Retail Industry Award.

**H.3.3** Where a team member's assessed capacity is 10%, they must receive a high degree of assistance and support.

#### **H.4 Assessment of capacity**

**H.4.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the team member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Woolworths and team member and, if the team member so desires, a trade union which the team member is eligible to join.

**H.4.2** All assessments made under this appendix must be documented in an SWS wage assessment agreement and retained by Woolworths as a time and wages record in accordance with the Act.

#### **H.5 Lodgement of SWS wage assessment agreement**

**H.5.1** All SWS wage assessment agreements under the conditions of this appendix, including the appropriate percentage of the relevant minimum wage to be paid to the team member, must be lodged by the Woolworths (or its agent) with the Fair Work Commission.

**H.5.2** All SWS wage assessment agreements must be agreed and signed by the team member (and their parent or guardian, if required) and Woolworths as parties to the assessment. Where a trade union is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the trade union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

#### **H.6 Review of assessment**

**H.6.1** The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

#### **H.7 Other terms and conditions of employment**

**H.7.1** Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Team members covered by the provisions of this appendix will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

#### **H.8 Workplace adjustment**

**H.8.1** If Woolworths employs team members under the conditions in this appendix, Woolworths will take reasonable steps to make and required changes in the workplace to enhance the team member's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other team members in the area.

#### **H.9 Trial period**

**H.9.1** In order for an adequate assessment of the team member's capacity to be made, Woolworths may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

**H.9.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

**H.9.3** The minimum amount payable to the team member during the trial period must be no less than \$86 per week.



- H.9.4** Work trials should include induction or training as appropriate to the job being trialed.
- H.9.5** Where Woolworths and team member wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause H.4.

PROPOSED

# Appendix I: Security Guidelines

## I.1 Security related matters

I.1.1 These guidelines deal with situations where a team member is being investigated by Woolworths for engaging in a suspected dishonest practice (eg theft).

I.1.2 These guidelines recognise that Woolworths has a right to protect its property and that team members have a right to be afforded due process and be treated with respect.

## I.2 Interviewing team members

I.2.1 Woolworths has a right to conduct interviews with team members that it reasonably believes have engaged in a dishonest practice.

I.2.2 Before asking questions of the team member, Woolworths will caution the team member in the following terms:

*"You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence".*

I.2.3 After giving this caution, Woolworths will invite the team member to have a witness attend the interview. The witness must be chosen by the team member, but cannot be a person involved in the subject of the interview.

I.2.4 During the course of the interview, everyone involved will conduct themselves in a courteous manner toward one another.

I.2.5 Where a security investigation involves a team member remaining on the premises outside of the team member's working time, the team member shall be paid overtime, for all time so spent.

I.2.6 As a general principle, team members who have been interviewed with regards to a security matter should not be transferred to another work place (unless they agree), have a change of duties or sustain any disciplinary action until the security investigation has been completed.

## I.3 Cash shortages

I.3.1 Team members whose duties involve the handling of money shall not be held responsible for the repayment of any shortages. This provision shall not affect Woolworths' right to take such disciplinary or legal action as it considers necessary.

## I.4 Security checks of bags, parcels and/or lockers

I.4.1 Woolworths is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.

I.4.2 Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or the team member has given permission for such search to take place in his or her absence.

I.4.3 Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member to be present during such proposed search or check.

## I.5 Team member entrances and exits

I.5.1 Team members must use the designated staff entrances and exits while entering or leaving the store during such times as the team member is rostered to work. Woolworths shall not require a team member to use staff entrances and exits in a store when a team member wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave.

## Appendix J: Saved and Transitional Provisions

### J.1 One-Off Bonus Payment

J.1.1 Eligible team members will be entitled to a one-off bonus payment which will be payable as a cash bonus added to the team member's pay (less applicable taxes) as set out in this clause.

J.1.2 In order to be eligible to receive the one-off bonus, team members must:

- (a) have been employed by Woolworths as of 1 July 2017;
- (b) remain employed by Woolworths as at 22 October 2018; and
- (c) be employed by Woolworths on the payment date.

J.1.3 The one-off bonus will be paid no later than 14 days from the date of the approval of this Agreement by the FWC, however Woolworths may make the payment earlier if it chooses.

J.1.4 The value of the one-off bonus payable to an eligible team member is based on two factors:

- (a) when the team member commenced employment with Woolworths; and
- (b) the team member's average hours worked per week (over May, June and July in 2018).

| Average Weekly Hours                | Team members continuously employed on or earlier than 31 December 2016 | Team members continuously employed since 1 January 2017 to 1 July 2017 |
|-------------------------------------|--|--|
| 38<br>(Full-time team members only) | \$805  | \$380  |
| More than 30                        | \$574  | \$238.50   |
| 20 to 30                            | \$288  | \$62.50  |
| 10 to 20                            | \$68   | No cash bonus payable  |
| 1 to 10                             | No cash bonus payable  | No cash bonus payable  |
| Less than 1                         | No cash bonus payable  | No cash bonus payable  |

J.1.5 Team members employed from 2 July 2017 onwards are not entitled to the one-off bonus payment.

### J.2 Accident Make Up Pay – Victoria Only

J.2.1 This clause only applies to team members who were continuously employed in the State of Victoria on or before 22 October 2018.

J.2.2 If, following an accident, a team member who is eligible according to clause J.2.1 receives compensation under the *Accident Compensation Act 1985* (VIC), then that compensation payment shall be increased by Woolworths to the amount of the usual weekly rate for the rostered hours worked by the team member at the time of the accident. This payment made by Woolworths will not apply during the first 10 normal working days of incapacity and will be limited to a maximum of 39 weeks.

### J.3 Working Weekends and Extended Trading Hours

J.3.1 Under the *Woolworths National Supermarket Agreement 2012*, 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 summary table below:

| Clause of 2012 EA | Place    | Who has the benefit  | Benefit  |
|-------------------|----------|--|--|
| 13.1.1.3          | Victoria | Team members continuously employed in meat operations in Victoria since before 26 September 2011 who were not paid under Schedule A wages. | Sunday work, work before 5am and after 9pm Monday to Friday and work before 6am and after 6pm on Saturdays is voluntary. |
| 13.2.1.3          | Tasmania | Team members continuously employed in meat operations in Tasmania since before 9 November 2010.  | May be rostered for 1 Sunday in each 4-week cycle, and all other Sunday work is voluntary.                               |
| 13.3.5            | Victoria | Team members (excluding team members employed in meat operations) continuously   | Sunday work is voluntary.  |

|                     |  |  |   |
|---------------------|--|--|---|
|                     |  | employed in Victoria since before 3 November 1993.   |   |
| 13.4.3              | New South Wales and Australian Capital Territory | Team members continuously engaged in NSW or ACT supermarket operations since prior to 25 October 1991.   | Sunday work is voluntary.   |
| 13.4.8              | New South Wales and Australian Capital Territory | Team members continuously engaged in NSW or ACT supermarket operations since prior to 1 October 1995.  | Saturday and Sunday work after 6:00pm is voluntary.   |
| 13.5.1              | Queensland                                       | Team members continuously engaged in QLD supermarket operations since prior to 27 February 1995.   | Sunday work is voluntary.   |
| 13.5.2              | Queensland                                       | Team members continuously engaged in QLD supermarket operations since prior to 1 August 2002.  | Woolworths will comply with the requirements of the <i>Trading (Allowable Hours) Act 1990 (QLD)</i> .   |
| 13.6.5              | Western Australia                                | Team members continuously employed in WA supermarket operations since prior to 10 November 1997.   | Sunday work is voluntary.   |
| 13.6.6              | Western Australia                                | Team members continuously employed in WA supermarket operations since prior to 10 November 1997.   | Saturday nights after 6:00pm are voluntary.   |
| 13.6.8              | Western Australia                                | Team members continuously employed in WA meat units since 2008 who were covered by the <i>Woolworths Limited Western Australia Supermarkets and the Australasian Meat Industry Employees' Union Agreement 2002</i> . | Team members cannot be required to work in ordinary time on a Sunday.   |
| 13.7.1              | South Australia and Northern Territory           | Team members continuously employed in South Australia or the Northern Territory between 3 June 1997 and 4 June 2000, and who are employed in stores that did not trade Sundays as at 5 June 2000                     | Team members have a right to refuse to work ordinary time on a Sunday.  |
| 13.7.1.2            | South Australia and Northern Territory           | Team members continuously employed in South Australia or the Northern Territory prior to 2 June 1997, and who are employed in stores that did not trade Sundays as at 2 June 1997                                    | Team members have a right to refuse to work ordinary time on a Sunday.  |
| 13.7.1.4            | Broken Hill                                      | Full-time and part-time team members employed prior to 4 July 1994.  | Extended trading hours are voluntary but team members can be required to work at least one late night and one Saturday in each two-week period. |
| 13.7.1.5 & 13.7.8.1 | South Australia                                  | South Australian meat unit team members employed under the <i>Woolworths (SA) Pty Ltd Meat Agreement 1996</i> as at 18 October 1998.   | Sunday work is voluntary. Cannot be required to work more than 1 in 2 Saturdays as ordinary time unless the team member volunteers to do so.    |
| 13.8.2              | Tasmania   | Team members continuously employed in Tasmanian supermarket operations (excluding meat) prior to 1 December 2002.  | Sunday work is voluntary.   |

**J.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.

**J.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 Woolworths 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.

#### J.4 Part-time reduction of hours

J.4.1 For team members whose hours were reduced under either subclause 4.6.2.10 of the *Woolworths National Supermarket Agreement 2012*, where additional permanent hours become available in the store and the team member has proven and demonstrated skills and competencies for the position where the hours have become available, then that team member will have preference to the additional hours of work ahead of other part-time team members who have had no reduction in hours, casual team members, and new part-time team members.

#### J.5 Meat department team members

J.5.1 Under the *Woolworths National Supermarket Agreement 2012*, certain meat department team members had the benefit of provisions that prevented them from being required to work more than a certain proportion of hours outside of the meat department. These exceptions will continue to apply for all team members described in the summary table below:

| Clause of 2012 EA | Place             | Who has the benefit  | Benefit   |
|-------------------|-------------------|--|---|
| 13.1.2.2          | Victoria          | Team members continuously employed in meat operations in Victoria since before 26 September 2011.  | Such team members may work up to 49% of their contract hours (or 49% of hours for casuals) in the main body of the supermarket (i.e. not the meat department) on the same pay rates following prior discussion with the team member and their representative (if any).  |
| 13.6.8            | Western Australia | Team members continuously employed in WA meat units since 2008 who were covered by the <i>Woolworths Limited Western Australia Supermarkets and the Australasian Meat Industry Employees' Union Agreement 2002</i> . | Such team members, where they are qualified butchers, apprentice butchers or full-time meat packers, cannot be required to work in any other department in the supermarket other than the meat department. Part-time meat packers may be offered hours outside of the meat department but have the right to refuse such hours.  |
| 13.7.10           | South Australia   | Meat unit employees who as at 1 June 2000 were employed under the conditions of the <i>Woolworths (SA) Pty Ltd Mead Certified Agreement 1998</i> .<br><br>This does not apply to butchers or apprentice butchers.    | Meat packers and cabinet attendants may be required to work in produce, service deli, bake house, seafood or longlife departments within the store under exceptional circumstances only, and will be paid the applicable hourly rate for the relevant classification for all hours so worked.<br>Meat packers and cabinet attendants cannot be rostered outside of the meat unless they are a part-time team member and have requested additional hours, in which case such additional hours may be worked anywhere in a store. |

#### J.6 Victorian "Schedule A" Meat Team Members

J.6.1 Team members who had the benefit of clause 3.1.2 in the *Woolworths National Supermarket Agreement 2012* (often called "Victorian Meat Schedule A" team members) will no longer be entitled to the special provisions or wage rates of Schedule A in clause 3.1.2 of the *Woolworths National Supermarket Agreement 2012*. In order to ensure these team members do not incur a reduction in take-home pay, they will be entitled to receive the following Schedule A Phase Out Allowance in addition to their ordinary weekly earnings:

- (a) From the commencement date of this Agreement until 30 June 2019 - \$50 per week;
- (b) From 1 July 2019 to 30 June 2020 - \$35 per week;
- (c) From 1 July 2020 to 30 June 2021 - \$20 per week;
- (d) From 1 July 2021 – the allowance ceases.

J.6.2 If a team member who is a Victorian Meat Schedule A team member under this clause is promoted to a higher grade or changes roles voluntarily within Woolworths, this allowance will cease to apply to them from the date of their change in employment status.

**J.6.3** For the avoidance of doubt, Woolworths, the AMIEU and the SDA will agree on a list of named team members who are eligible to receive this allowance as and from the commencement date of this Agreement, and eligible team members will be notified of their eligibility.

**J.7 Victorian “Schedule B” Meat Team Members**

**J.7.1** Team members who had the benefit of clause 13.1 in the *Woolworths National Supermarket Agreement 2012* (often called “Victorian Meat Schedule B” team members) will no longer be entitled to the special provisions or wage rates of Schedule B in clause 3.1 or the penalty rates in clause 13.1 of the *Woolworths National Supermarket Agreement 2012*. In order to ensure these team members do not incur a reduction in take-home pay, they will be entitled to receive the following Schedule B Phase Out Allowances in addition to their base rates of pay on Saturdays and Sundays as follows:

| Period that allowance applies:                   | Saturdays<br>(Full-time team members only)<br>Additional allowance per hour | Sundays<br>(Full-time, part-time and casual team members)<br>Additional allowance per hour |
|--|---|--|
| From commencement of Agreement until 1 July 2019 | \$15.00   | \$8.50   |
| 1 July 2019 to 30 June 2020                      | \$12.50   | \$8.50   |
| 1 July 2020 to 30 June 2021                      | \$10.00   | \$8.50   |
| 1 July 2021 to 30 June 2022                      | \$7.25  | \$6.50   |
| From 1 July 2022                                 | \$4.50  | \$4.50   |

**J.7.2** If a team member who is a Victorian Meat Schedule B team member under this clause is promoted to a higher grade or changes roles voluntarily within Woolworths, this allowance will cease to apply to them from the date of their change in employment status.

**J.7.3** For the avoidance of doubt, Woolworths, the AMIEU and the SDA will agree on a list of named team members who are eligible to receive this allowance as and from the commencement date of this Agreement, and eligible team members will be notified of their eligibility.

**J.8 Northern Territory Bakers**

**J.8.1** Team members who are qualified trade bakers in the Northern Territory previously paid under clause 3.1.3 in the *Woolworths National Supermarket Agreement 2012* (**Eligible NT Bakers**) will no longer be entitled to the special provisions or wage rates provided in the *Woolworths National Supermarket Agreement 2012*. In order to ensure these team members do not incur a reduction in take-home pay, they will be entitled to receive the following NT Bakers Phase Out Allowance in addition to their ordinary weekly earnings:

- (a) From the commencement date of this Agreement until 30 June 2019 - \$50 per week;
- (b) From 1 July 2019 to 30 June 2020 - \$40 per week;
- (c) From 1 July 2020 to 30 June 2021 - \$30 per week;
- (d) From 1 July 2021 – \$20 per week.

**J.8.2** If a team member who is an Eligible NT Baker under this clause is promoted to a higher grade or changes roles voluntarily within Woolworths, this allowance will cease to apply to them from the date of their change in employment status.

**J.8.3** For the avoidance of doubt, Woolworths and the SDA will agree on a list of named team members who are eligible to receive this allowance as and from the commencement date of this Agreement, and Eligible NT Bakers will be notified of their eligibility.

**J.9 Union Picnic Day (NSW)**

**J.9.1** 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 in 2019, 2020 and 2021 only. Union Picnic Day will not apply in 2022.

**J.9.2** 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.

**J.9.3** 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 Woolworths 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.

**J.9.4** 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.

**J.10 Union Picnic Day for meat team members in Victoria**

**J.10.1** Union picnic day for meat team members in Victoria will apply in 2019 only. It will be an additional public holiday in Victoria for meat team members on the third Monday in January 2019 (or, if the team member elects, the third Wednesday in January 2019).

**J.11 District Allowances – Western Australia**

**J.11.1** Weekly allowances that once applied to specific districts in Western Australia are no longer applicable to Woolworths and will be phased out under this Agreement as follows:

- (a) Any team member employed by Woolworths on or after 23 October 2018 will not be entitled to receive a Western Australia district allowance.
- (b) Team members who received a Western Australia district allowance under the *Woolworths National Supermarket Agreement 2012* may continue to receive the same weekly district allowance, subject to annual reductions until the allowance is absorbed and subject to the team member working in the eligible district and meeting the requirements of clause J.11.1(c), in accordance with the following table:

| Location     | Type      | Before EA Commencement | On Commencement        | From 1 July 2019       | From 1 July 2020       | From 1 July 2021       | From 1 July 2022       |
|--------------|-----------|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Esperance    | Single    | \$6.20                 | \$0 – allowance ceases | N/A                    | N/A                    | N/A                    | N/A                    |
|              | Dependant | \$12.40                | \$0 – allowance ceases | N/A                    | N/A                    | N/A                    | N/A                    |
| Kalgoorlie   | Single    | \$9.10                 | \$0 – allowance ceases | N/A                    | N/A                    | N/A                    | N/A                    |
|              | Dependant | \$18.20                | \$5.80                 | \$0 – allowance ceases | N/A                    | N/A                    | N/A                    |
| Kambalda     | Single    | \$9.10                 | \$0 – allowance ceases | N/A                    | N/A                    | N/A                    | N/A                    |
|              | Dependant | \$18.20                | \$9.10                 | \$2.70                 | \$0 – allowance ceases | N/A                    | N/A                    |
| Carnarvon    | Single    | \$17.60                | \$8.50                 | \$2.10                 | \$0 – allowance ceases | N/A                    | N/A                    |
|              | Dependant | \$35.20                | \$26.10                | \$19.70                | \$13.20                | \$6.70                 | \$0 – allowance ceases |
| Newman       | Single    | \$20.50                | \$11.40                | \$5.00                 | \$0 – allowance ceases | N/A                    | N/A                    |
|              | Dependant | \$41.00                | \$31.90                | \$25.50                | \$19.00                | \$12.50                | \$5.90                 |
| Port Hedland | Single    | \$29.70                | \$20.60                | \$14.20                | \$7.70                 | \$0 – allowance ceases | N/A                    |
|              | Dependant | \$59.40                | \$50.30                | \$43.90                | \$37.40                | \$30.90                | \$24.30                |
| Broome       | Single    | \$34.30                | \$25.20                | \$18.80                | \$12.30                | \$5.80                 | \$0 – allowance ceases |
|              | Dependant | \$68.60                | \$59.50                | \$53.10                | \$46.60                | \$41.40                | \$33.50                |
| Wickham      | Single    | \$34.30                | \$25.20                | \$18.80                | \$12.30                | \$5.80                 | \$0 – allowance ceases |
|              | Dependant | \$68.60                | \$59.50                | \$53.10                | \$46.60                | \$40.10                | \$33.50                |
| Derby        | Single    | \$35.70                | \$26.60                | \$20.20                | \$13.70                | \$7.20                 | \$0 – allowance ceases |
|              | Dependant | \$71.40                | \$62.30                | \$55.90                | \$49.40                | \$42.90                | \$36.30                |
| Karratha     | Single    | \$35.90                | \$26.80                | \$20.40                | \$13.90                | \$7.40                 | \$0 – allowance ceases |
|              | Dependant | \$71.80                | \$62.70                | \$56.30                | \$49.80                | \$43.30                | \$36.70                |

- (c) To be eligible to receive the dependant allowance, the team member must have a dependant spouse or de facto partner (or child if there is no spouse or de-facto partner), except if the dependant also receives a district allowance payment as part of his or her own employment (whether with Woolworths or not) in which case only the single allowance is payable. Team members claiming the dependant allowance will be required to complete a statutory declaration in a form required by Woolworths, confirming their eligibility for the dependant allowance upon the commencement of this Agreement and again once every 12 months.

**J.12 Buy-out and end of saved provisions**

- J.12.1** Woolworths and a team member can mutually agree to Woolworths 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.
- J.12.2** When a team member entitled to a saved provision ceases employment with Woolworths 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 Woolworths or are covered by this Agreement again.

PROPOSED



# Appendix K: Dictionary

**Agreement** means this enterprise agreement, as per clause 1.1.

**Continuous service** means a period of unbroken service with Woolworths by a team member.

**Contract hours** means the agreed minimum number of hours per week that Woolworths must provide to a part-time team member, for example this could be 10 hours per week or 20 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, brother or sister, grandparent, or grandchild; or any other minor person whom a 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 flex up worked, overtime or allowances paid). In other words, a team member's normal "take home pay" for a regular week's work.

**RDO** means a rostered day off.

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

**Retail Supermarket Operations** means Woolworths retail business, including supermarkets, online and home delivery services.

**Spouse** means a domestic partner, whether married or de-facto.

**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(a) and means an employee of Woolworths covered by this Agreement regardless of their job title.

**Trade Union** means the following registered organisations:

- a) the Shop, Distributive and Allied Employees' Association (**SDA**);
- b) the Australian Workers' Union (Queensland Branch) (**AWU**) in relation to its coverage of North Queensland.
- c) in respect of meat departments, the SDA, the AWU and the Australasian Meat Industry Employees' Union (**AMIEU**).

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

**Woolworths** means Woolworths Group Limited ABN 88 000 104 675 of 1 Woolworths Way, Bella Vista NSW 2153 and Woolworths (South Australia) Pty Ltd ABN 34 007 873 118 of 599 Main North Road, Gepps Cross SA 5094.

**Woolworths Intranet** means internal internet pages provided by Woolworths for team members to access Woolworths information.

**Woolworths People Advisory** is a team providing people advice and support, nationally to Woolworths Team Members and Line Managers. People Advisory can be contacted by telephone or online query, details available on Woolworths' intranet.

## Appendix L: Index by Topic/Key Word

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