

*Fair Work Act
2009
s.185—
Enterprise
agreement*

**Woolworths
Group
Limited T/A
Big W
Distribution
Centre Of
East Street,**

FAIR WORK COMMISSION DECISION

Warwick, Qld
(AG2024/1054)

BIG W WARWICK DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2024

Storage services

COMMISSIONER TRAN

MELBOURNE, 7 MAY 2024

Application for approval of the BIG W Warwick Distribution Centre Enterprise Agreement 2024

[1] Woolworths Group Limited T/A Big W Distribution Centre of East Street, Warwick, Qld has applied for approval of an enterprise agreement known as the *BIG W Warwick Distribution Centre Enterprise Agreement 2024* (the Agreement) under s 185 of the *Fair Work Act 2009* (the Act).

[2] The Agreement is a single enterprise agreement.

[3] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[4] I note that the following clauses may be inconsistent with the National Employment Standards:

- Clauses 4.2.3(b) and 4.2.6(a) – Personal/Carer’s Leave due to more stringent notice requirements than permitted by s 107(2)(a); and
- Clauses 6.6(e) – Deductions due to its capacity to reduce an employee’s NES entitlements payable on termination; and

- Clause 4.6(e) – Abandonment as it does not specify the entitlement to payment of notice of termination in accordance with ss 117-123 of the Act.

[5] The Agreement contains a National Employment Standards precedence clause at Clause 1.3. The Employer also provided undertakings in relation to these issues. I am satisfied that the more beneficial entitlements of the NES will prevail.

[6] Subject to the undertakings and other matters referred to above, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[7] The Shop, Distributive and Allied Employees Association and the United Workers' Union, being bargaining representatives for the Agreement, have each given notice under s 183 of the Act that each organisation wants the Agreement to cover it. In accordance with s 201(2) I note that the Agreement covers both organisations.

[8] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 14 May 2024.

[9] In accordance with Clause 1.4, the nominal expiry date of the Agreement is 31 July 2027.



COMMISSIONER

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<[AE524507](#) PR774502>

Annexure A

THE FAIR WORK COMMISSION

FWC Matter Number: AG2024/1054

Applicant: Woolworths Group Limited

Application: Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sasha Ryan, Workplace Relations Partner, have the authority given to me by Woolworths Group Limited to give the following undertakings with respect to the Big W Warwick Distribution Centre Enterprise Agreement 2024 ("the Agreement"):

1. In respect to clause 4.2.3 (b) and 4.2.6 (a) where a team member is unable to attend work for reasons entitling them to paid personal or carers leave, team members are required to notify the Company of their absence as soon as reasonably practicable which may be after the leave has started. Where possible, team members will notify the Company at least 1 hour prior to the commencement of their scheduled start time.
2. For the purposes of 6.6 (e), where the Company withholds monies due to the team member failing to provide the required notice, the Company may withhold an amount that would have been paid with the exception of amounts owing to the team member under the NES (such as accrued but unused Annual leave, eligible Long Service Leave or redundancy payments).
3. Notwithstanding clause 4.6 (e) of the Agreement, team members who abandon their employment will be entitled to notice provisions in accordance with the NES.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: Sasha Ryan

Date: 2 May 2024

Witness name: Brandon Morgan

Witness signature: Brandon Morgan

Date: 2 May 2024



CORRECTION TO DECISION

Fair Work Act 2009
s.185 - Enterprise agreement

**Woolworths Group Limited T/A Big W Distribution Centre Of East Street,
Warwick, Qld**
(AG2024/1054)

BIG W WARWICK DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2024

Storage services

COMMISSIONER TRAN

MELBOURNE, 8 MAY 2024

*Application for approval of the BIG W Warwick Distribution Centre Enterprise Agreement
2024 – correction to decision – paragraph [8]*

The decision issued by the Fair Work Commission on 7 May 2024 [2024] FWCA 1643, PR774502 is corrected as follows:

[1] By deleting paragraph [8] and replacing it as follows:

[8] The Agreement is approved and, in accordance with s 54 of the Act and Clause 1.4, will operate from 1 August 2024.



COMMISSIONER

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**PRIMARY
CONNECT**

PART OF THE
WOOLWORTHS GROUP

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Big W Warwick Distribution Centre Enterprise Agreement 2024

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1. Introduction

1.1 Title

This agreement is the BIG W Warwick Distribution Centre Enterprise Agreement 2024.

1.2 Parties and coverage

This Agreement is between:

- Woolworths Group Limited trading as BIG W Distribution Centre of East Street, Warwick, Qld ("The Company"); and
- The team members of the BIG W Distribution Centre ("team members"), in the Classifications contained in this Agreement employed in the BIG W Distribution Centre, Warwick, Queensland; and
- The Shop, Distributive and Allied Employee's Association ("SDA").

1.3 Intention

The intention of this Enterprise Agreement is to support the purpose and the Values of Primary Connect.

This Agreement supersedes the "BIG W Warwick Distribution Centre Enterprise Agreement 2021 - 2024".

An Enterprise Agreement is negotiated between the team members, the Company, Shop, Distributive and Allied Employee's Association (SDA). The aim of an Enterprise Agreement is to improve working conditions in line with operational gains that the company can make.

Consistent with the Fair Work Act, while this Agreement applies to an employee, the relevant modern award does not apply.

The National Employment Standards (NES) are a set of 11 legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit to the employee, the NES provision will apply to the extent of the inconsistency.

1.4 Date of operation

This Agreement will commence from 01 August 2024 after approval by the Fair Work Commission (**FWC**) and its nominal expiry date will be 31 July 2027.

1.5 Agreement posting

A copy of this Agreement will be displayed in a prominent position in the Distribution Centre to give team members access without hindrance or obstruction.

Upon request, team members will be provided with a copy of this Agreement after it is approved by FWC.

1.6 Agreed terms

In this Agreement, unless the context requires otherwise:

"Applicable Legislation" means the applicable industrial relations legislation in force from time to time.

"FW Act" means the *Fair Work Act* 2009 (Cth), as amended from time to time.

"National Employment Standards" (NES) has the same meaning as they have in the FW Act. No terms of this Agreement will operate to exclude the NES or any provisions of the NES.

2. Classifications

2.1 Training and development

Training and Development of all team members is necessary for improvement and the growth of the business. Through this system team members will develop the skills and knowledge to perform all the tasks required.

2.2 Grading structure

Grade 1 team member

All new team members regardless of their previous experience will be graded at this level on commencement. A team member at this level works under direct supervision and detailed instructions, performing routine tasks to the level of their training, exercising minimal judgement but being responsible for the quality of their own work.

Common Competencies

- (i) Ability to apply basic interpersonal communication and numeracy skills to satisfy the work requirements to this level;
- (ii) Ability to identify and apply quality and housekeeping requirements within the scope of this level; and
- (iii) Ability to identify and apply the requirements of Occupational Health & Safety legislation and company policy and procedures.

Distribution Training/Duties

- (i) Complete induction program;
- (ii) Train in a certified first aid course (achieve a first aid certificate);
- (iii) Train in interpersonal communication;
- (iv) Train in team building;
- (v) Train in order picking;
- (vi) Train in palletising stock;
- (vii) Train in customer service;
- (viii) Train in stocktake procedures;
- (ix) Train in housekeeping of the workplace, equipment & grounds and waste control;
- (x) Train in preliminary forklift/material handling; and
- (xi) Train in workplace health and safety.

Maintenance team member - Grade 1

- (i) Ability to maintain and clean equipment, premises and grounds to Company requirements; and
- (ii) Ability to assist in the removal or adjustment of equipment to facilitate housekeeping tasks.

All team member regardless of their previous work experience will be required to complete this classification.

During this period of training the Training Officer/Manager will review the team member's progress on a regular basis.

On completing these training modules and reaching an acceptable assessed level of performance, the team member will proceed to Grade 2.

The maximum period that a team member will be a Grade 1 team member will be 6 months, during which time the team member will be given the opportunity to be deemed competent in performing the duties of the position.

A team member may be dismissed if unable to complete these basic modules or is considered unsuitable for the duties required to perform at this level.

Grade 2 team member

A team member at this level works under general supervision within established routines, methods and procedures. They exercise limited discretion and are responsible for the quality of their own work.

Common Competencies

- (i) Ability to display all common competencies applicable to Grade 1;
- (ii) Ability to apply basic interpersonal communication and numeracy skills to satisfy the work requirements to this level;
- (iii) Ability to provide assistance to others in the form of skill demonstration within a team environment;
- (iv) Ability to identify and apply quality and housekeeping requirements; and
- (v) Ability to identify and apply the requirements of Occupational Health & Safety legislation and company policy and procedures.

Distribution Training/Duties

- (i) Train in receiving and signing for company merchandise;
- (ii) Train in checking company merchandise;
- (iii) Train in conflict resolution;
- (iv) Train in basic computer operation; and
- (v) Train in effective keyboard skills.

Maintenance team member - Grade 2

- (i) Ability to assist in the performance of minor dismantling and reassembling of equipment manually or using specific tools in the maintenance and cleaning of equipment.

During this period of training the Training Officer/Manager will review the progress of team members on a regular basis.

On completing these training modules and reaching an acceptable assessed level of performance, a team member will proceed to Grade 3.

Grade 3 team member

A team member at this level works under limited supervision performs a range of tasks within the scope of this level; exercises discretion within the scope of their skills and knowledge and is responsible for the quality of their own work and/or assists in the coordination of work in a team environment.

Common Competencies

- (i) Ability to display all common competencies applicable to Grades 1 and 2;
- (ii) Ability to apply basic interpersonal communication and numeracy skills to satisfy the work requirements;
- (iii) Ability to identify and apply quality and housekeeping requirements;
- (iv) Ability to identify and apply the requirements of Occupational Health & Safety legislation and company policy; and
- (v) Ability to provide effective job instruction to new team members and other team members to achieve predetermined structured training objectives.

Distribution Training/Duties

- (i) Train in all data systems;
- (ii) Train in the conveyor system operation;

-
- (iii) Train in writing skills;
 - (iv) Train in verbal communication skills;
 - (v) Obtain forklift licence; and
 - (vi) Train in leadership training.

Maintenance team member - Grade 3

- (i) Ability to perform limited dismantling and reassembling of equipment demonstrating basic engineering skills and using a range of tools under supervision in the maintenance and cleaning of equipment and premises; and
- (ii) Ability to assist trades people in a range of maintenance activities demonstrating basic non-trade engineering skills and using a range of tools under the supervision of trade's people.

During this period of training the Training Officer/Manager will review the team members progress on a regular basis.

On completing these training modules and reaching an acceptable assessed level of performance, the team member will proceed to Grade 4.

Grade 4 team member

A team member at this level works under minimal supervision and performs a range of complex tasks, exercising discretion within complex procedures, coordinating work in a team environment and being responsible for the quality of their own work and/or the work of team members in their team.

Common Competencies

- (i) Ability to display all common competencies applicable to Grades 1, 2 and 3;
- (ii) Ability to apply sound interpersonal communication and numeracy skills to satisfy the work requirements;
- (iii) Ability to identify and apply quality and housekeeping requirements;
- (iv) Ability to identify and apply the requirements of Occupational Health & Safety legislation and company policy and procedures; and
- (v) Ability to provide effective job instruction to new team members and other team members to achieve predetermined structured training objectives.

Distribution Training/Duties

- (i) Train in all data systems;
- (ii) Train in Inventory Control;
- (iii) Thorough knowledge of procedures (written and verbal test); and
- (iv) Train in order picker operation.

Maintenance team member - Grade 4

- (i) Ability to perform detailed dismantling or reassembling of equipment under routine supervision; and
- (ii) Ability to identify and apply the appropriate tools and procedures to ensure the safe and efficient performance of equipment, maintenance, changeovers and cleaning under routine supervision.

Grade 5 team member

A team member at this level performs work without supervision and performs a range of complex tasks; having responsibility for decision making within broad policies and plans, coordinating work or working individually and being responsible for the quality of own work and/or the work of team members in a team.

All positions at this level will be advertised and the Company has the discretion to appoint the most suitable person for the position, either from an internal or external applicant.

Common Competencies

- (i) Ability to display all common competencies applicable to Grades 1, 2, 3 and 4;
- (ii) Ability to apply sound interpersonal communication and numeracy skills to satisfy the work requirements;
- (iii) Ability to identify and apply quality and housekeeping requirements;
- (iv) Ability to identify and apply the requirements of Occupational Health & Safety legislation and company policy and procedures; and
- (v) Ability to provide effective on-the-job and off-the-job-structured training and participate in the development of structured training.

Maintenance team member - Grade 5

- (i) Ability to apply sound knowledge of equipment maintenance and cleaning procedures to ensure maintenance and cleaning programs are correctly implemented; and
- (ii) Ability to participate in the detailed dismantling and reassembling of equipment in association with maintenance trades people.

Grade 6 team member

A team member at this level performs work which is above that of basic trades' level.

All positions at this level will be advertised and the Company shall have the discretion to appoint the most suitable person for the position, either from an internal or external applicant.

Maintenance team member - Grade 6

A team member at this level performs work above and beyond the skills of a Grade 5 team member and is required to have completed post-trade technical skills or other tertiary training approved by the Company.

Duties may include:

- (i) Working under general technical supervision either individually or in a team environment;
- (ii) Understanding and implementing quality control techniques;
- (iii) Providing technical guidance and assistance as part of a work team;
- (iv) Exercises trade skills relevant to the specific requirements of the undertaking at a higher level than basic trade; and/or
- (v) Involvement in process development and testing.

2.3 Traineeships

- (a) The parties to this Agreement agree the Company can employ Trainees under the relevant legislation or award pertaining to trainees.
- (b) Trainees will be subject to six monthly Training and Development Reviews throughout their traineeship.
- (c) All reviews will be conducted in conjunction with the Distribution Centre Leadership Team to ensure that both the Trainee's and the Company's requirements are being met during the traineeship period.
- (d) If the Trainee has successfully completed all training modules of the Traineeship, a nationally recognised certificate providing evidence of the completion of the Traineeship will be awarded.
- (e) At the completion of the Traineeship, a Trainee is not guaranteed a permanent position at the Distribution Centre. The Company will only provide permanent positions when the Trainee successfully completes the traineeship and meets the

required performance standards, i.e. key performance indicators and behavioural standards, and the Company has the operational ability to offer permanent positions.

- (f) A Trainee who is not offered a permanent position with the Company may, at the Company's discretion, be offered temporary employment for up to a maximum 3 months at a time. The Company has the option at the end of the temporary employment to offer the Trainee a permanent position, or terminate the temporary employment.

3. The Work Environment

3.1 Occupational Health and Safety

The Company is committed to providing a safe and healthy working environment for all team members and contractors. This will be best achieved by following a program of occupational health and safety activities and procedures that are monitored, reviewed and implemented to achieve best practice.

The Company's commitment to occupational health and safety for its team members is as important as the Company's commitment to outstanding service to customers. There can be no compromise with occupational health and safety.

The Company considers no phase of its operations of greater importance than accident/incident prevention and expects management and team members to ensure that safe personal behaviour at all times take precedence over expediency.

The Company undertakes to regularly review this policy to take account of changes in legislation.

3.2 Work arrangements

3.2.1 Job Rotation

All full time and part time team members are required, as a condition of their employment, to regularly rotate through all functions/tasks within the Distribution Centre. The Company will ensure that all team members are rotated throughout the functions and tasks.

"Regularly rotate" for the purpose of this clause will mean appropriate time periods to gain knowledge, proficiency and flexibility. Time periods will be determined by the Company based on the nature of the particular role.

Casual team members may be required, as a condition of their employment, to work in any or all of the areas of the Distribution Centre, as the business requires. Such as but not limited to: Containers, Despatch and Picking.

3.2.2 Star Points & Focal Points

The Star Point is the person responsible for communication within each team providing information to their team regarding Occupational Health & Safety (OH&S), training, customer service, team member issues, equipment, productivity, information technology and team leader.

The Focal Point is the "shadow" of the Star Point to learn the role, acts as a deputy and rotates into the Star Point role at the relevant time.

All team members are required to participate in the Star Point program and support fellow team members involved in the program.

All team members are required to rotate through the various Star Point and Focal Point positions and actively participate in this function during the time they are involved in either position.

3.2.3 Working Across Grades

The following points are fundamental to the operation of the classification structure:

- (a) Team members within each classification are to perform a range of duties including work which is incidental or peripheral to their main tasks or functions.
- (b) Any team member directed to perform lower grade duties for any reason, will continue to be paid at their regular grade level.
- (c) Team members must be prepared to perform any task or combination of tasks at their grading or grades below, for which they are qualified and competent.

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- (d) A team member has a duty to carry out a reasonable and lawful instruction of the Company. Wilful disobedience breaches a fundamental term of the employment contract. A lawful instruction tells a team member to do work that is not against the law and is within the scope of the employment contract.
 - (e) Failure to obey a lawful instruction may result in a formal warning or more serious disciplinary action including summary dismissal depending on the seriousness of the matter.

3.2.4 Performance Improvement Review

It is our objective to ensure that all team members in the Company are given the opportunity to perform to the required competency standards. To that end, where performance is assessed to be below standard, at least two formal, documented counselling interviews must be conducted prior to any decision such as demotion or dismissal.

Performance Improvement must always be based on specific problems or incidents. An informal discussion may take place, prior to any formal counselling, so the team member has the opportunity to discuss why there is a performance problem, and is given the opportunity to remedy the situation, with the manager's help if necessary. Team members will be advised they may invite a third party to be present at the meeting as a support person. However, it should be made clear the third party is not able to respond on behalf of the team member.

This procedure is designed to improve any performance, which has dropped below the required standard, and termination is the "last resort".

3.2.5 Formal Counselling

If, after informal discussion has been held, there is no improvement in performance, a formal counselling interview must take place. The team member will be given 24 hours notice of the discussion (unless the circumstance requires direct action and/or discussion) together with notice of the nature of the discussion and be advised they may invite a third party to be present. However, it should be made clear the third party is not able to respond to the allegations on behalf of the team member.

3.2.6 Breach of Company Standards

The Company will ensure that all team members can access policies, rules, procedures, and working conditions. It is an obligation of all team members to ensure that they have access to and understanding of such conditions applicable to their position. Although such policies, rules, procedures and working conditions are not incorporated into this Agreement, where team members breach any of these, disciplinary action may take place.

The requirement for 24 hours' notice prior to a formal discussion will not apply in the case of a formal counselling which may lead to more serious disciplinary action including dismissal if the allegations relate to misconduct or other grounds justifying instant dismissal. Such as, but not limited to, fighting, theft, removing company property without approval, smoking on company premises, taking prohibited drugs during work hours, drinking alcohol during working hours and/or coming to work under the influence of drugs or alcohol, wilfully damaging company property, abusing management, fellow team members, suppliers or customers or supplying misleading or incorrect information on company applications e.g. Workers' compensation and accident reports.

The following procedures apply to formal counselling procedures:

	ACTIVITY	ACCOUNTABILITY
1.	At the commencement of the discussion the team member is to be advised that the process of the Performance Improvement Review could, if the required performance level is not achieved, proceed to two discussions and if that occurs, more serious disciplinary action including termination could result.	Shift Operations Manager / Operations Manager
2.	The reason for the discussion must be advised e.g. deficiency in performance or a breach of Company policy and/or procedures. Specific examples must be used.	Shift Operations Manager / Operations Manager
3.	The reason for the deficiency must be identified and discussed with the team member and an agreed Action Plan is to be formulated to achieve the required standard of performance. The team member is to be given the full opportunity to respond to any allegations which are put to them during the Performance Review Process.	Shift Operations Manager / Operations Manager & team member
4.	Details of the counselling interview including date, nature of problem, team member's responses, agreed performance standard(s) to be reached and the timeframe in which the improvement is expected, are to be: a) detailed on a team member's Performance Review form; b) signed by the Operations Manager; c) signed by the team member; and d) signed by any independent witness present.	Shift Operations Manager / Operations Manager
5.	Once the form has been completed the original is to be placed on the team member's file, with a copy being given to the team member.	Shift Operations Manager / Operations Manager, Employee Services
6.	Review discussion is conducted with the team member on the designated date.	Shift Operations Manager / Operations Manager
7.	If the required standard of performance is not met by the designated date a second counselling interview will be conducted and again documented on the team member's Performance Review form. The team member is, again, given 24 hours notice of the discussion (unless the circumstance requires direct action and/or discussion) and advised they may invite a third party to attend. Paragraphs 4, 5 and 6 are to be followed.	Shift Operations Manager / Operations Manager
8.	Where a third counselling discussion is warranted, it may be necessary to terminate employment. Full details are to be recorded on a third team member Performance Review form.	Logistics Manager or Relieving Logistics Manager
9.	The Company reserves the right to summarily dismiss a team member for serious misconduct subject to the team member being given the opportunity to respond to the allegation(s).	Logistics Manager or Relieving Logistics Manager

When a Performance Improvement Review process produces a successful outcome it will be considered finalised as long as there is no recurrence of a similar incidence within a period of 12 months.

3.2.7 Work performance

To allow the Distribution Centre to achieve fair and reasonable productivity, using the agreed principle of a "fair day's work for a fair day's pay", the Company will maintain the system which assesses the performance of each team member, each team within the Distribution Centre and the overall site performance.

As both the Company and the team members agree to each team member working to the assessed levels of competency for designated grades, should a team member's work performance fall below the best of their ability, then the Performance Improvement Review will apply to assist the team member improve their performance.

3.2.8 Promotion

Progression between grades will be at the discretion of the Company and will depend on the team member completing the necessary training modules and reaching an acceptable level of performance.

3.2.9 Casual conversion

The right to be offered and request casual conversion is provided for in the NES.

Team members who convert to a permanent role, will convert at the applicable grade.

3.2.10 Introduction of major workplace change/consultation

- (a) Where the Company has made a definite decision to introduce major workplace change, the Company will notify the team members who may be affected by the proposed changes and their representatives. The relevant team member may appoint another representative for the purposes of the procedures in this clause.
- (b) Major workplace change applies where the Company has made a definite decision to introduce major changes that are likely to have significant effects on team members. This may result from:
 - (i) Major changes in the Company or Company's structure;
 - (ii) Changes in technology; and/or
 - (iii) Economic recession. Economic recession is not the technical definition of 2 negative quarters of growth but a major depression with 2 quarters of negative sales figures for the Company.
- (c) The Company discussions with the team members affected by the change will commence as early as practicable after a firm decision has been made by the Company to make any changes referred to above.
- (d) For the purpose of such discussions, the Company will provide to the team members concerned all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on team members and any other matters likely to affect team members providing the Company will not be expected to disclose confidential information, the disclosure of which would be detrimental to its interests.

3.3 Grievance procedure and dispute resolution

- a) A grievance between a team member and the Company about a matter contained in or arising from this Agreement ("**Matter**") should be discussed in a meeting ("**Meeting**"), in the first instance, between the team member and the team member's line manager. The team member is entitled to invite a representative as support to the Meeting. A representative may be a union but is not limited to a Union representative.
- b) If the Matter is still not resolved by the Meeting, the team member may then raise the Matter with the relevant Distribution Centre Manager and Employee Services.
- c) If the Matter has still not been resolved, either party may refer it to Fair Work Commission for conciliation.
- d) If the Matter is still not resolved the team member may raise the Matter with the relevant General Manager, Logistics. In instances where the team member elects to be represented by a union, the National Secretary or a nominated official acting for the National Secretary of the union shall represent the team member in discussions with the Company's relevant General Manager, Logistics.
- e) If after Step 5, there is still no resolution to the Matter and the General Manager, Culture and People (or their delegate) and the team member agree or, in instances where the team member elects to be represented by the union, the General Manager, Culture and People (or their delegate) and the National Secretary of the union (or their delegate) agree, the matter may proceed to arbitration by Fair Work Commission.
- f) If arbitration is necessary, Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions in line with the Applicable Legislation which are necessary to make the arbitration effective.
- g) The decision of Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision.
- h) The grievance and disputes procedure will apply to disputes about the National Employment Standards except for dispute about whether the Company has reasonable business grounds under sub section 65(5) of the FW Act.
- i) It is a term of this agreement that while the grievance resolution procedure is being conducted work shall continue as normal before the dispute arose unless a team member has a reasonable concern about an imminent risk to his or her health or safety.

4. Leave

4.1 Annual leave

4.1.1 Entitlement

- (a) All team members, except team members employed on a casual basis, are entitled to paid annual leave.
- (b) Full-time team members are entitled to 4 weeks' paid annual leave each year.
- (c) Part-time team members are entitled to pro-rata Annual Leave, calculated on the basis of hours worked.
- (d) For the purpose of providing five weeks annual leave for a shiftworker, a shiftworker is a seven (7) day shift worker who regularly is rostered to work on Sundays and public holidays. Subject to the NES, leave is paid on ordinary hours therefore any leave taken will be debited on the basis of hours actually taken.
- (e) Subject to the NES, team members are entitled to payment for annual leave as follows:
 - (i) ordinary pay for the period of annual leave; and
 - (ii) a loading of 17.5% of team member's ordinary pay.
- (f) Where, in the 12 months immediately preceding the annual leave, a team member has worked more than 50% of hours on Night Shift, the team member is to be paid a 22% loading in lieu of the 17.5% loading for that percentage of their scheduled Annual Leave.
- (g) To facilitate the efficient and effective operation of the Distribution Centre it is necessary to limit the number of team members on annual leave each week. These limits are determined, having consideration to the overall site operation, shift coverage, type of shifts, teams and classifications.
- (h) Annual Leave for purposes of Personal/Carers Leave will not be granted unless:
 - (i) all Personal Leave is exhausted;
 - (ii) the team member has provided medical evidence in accordance with sub clause 4.2.4; and
 - (iii) is approved by the Company.
- (i) Due to the need to support the Stores during the Christmas trading period
 - (i) No Annual Leave will be granted from 10 December to 24 December, except in special circumstances and by the agreement of the Distribution Centre Manager.
 - (ii) 5% of permanent team members may take annual leave from 1 November to 9 December.
- (j) The Company commits to provide team members with a response to annual leave requests within ten (10) working days of receiving such a request by providing the team member with either approval or rejection of the request. In the event the Company is not in a position to provide formal approval or rejection, the Company will within the stipulated period provide an indication of when a formal response is likely to be provided.

4.1.2 **Maximum amount of annual leave**

- (a) Team members are required to take regular annual leave. A team member will have a maximum of 8 weeks of annual leave accrued at any one time unless otherwise agreed between the Company and the team member.
- (b) In the event a team member's accrued annual leave is 8 weeks or greater (based on the team members base rostered hours):
 - (i) the Company will consult with the team member to seek an agreement for when the team member can take a minimum of 2 weeks accrued annual leave;
 - (ii) the Company will provide the team member with a notice period of no less than 4 weeks to consider a plan and enable the team member to review and provide the Company confirmation of the planned request for taking a minimum of 2 weeks of team members accrued leave;
 - (iii) after due consultation and notice, the Company may reasonably direct the team member to take leave if no plan has been submitted; and
 - (iv) the team member will not unreasonably refuse to make an agreed plan and the Company, once provided with the plan, will not unreasonably refuse the team member's request.

4.1.3 **Cashing out of annual leave**

- (a) The Company may agree to cash out part of a weekly team member's accrued annual leave, with the annual leave loading of 17.5% or projected shift allowance (refer sub clause 5.3), in accordance with the FW Act, provided that in each case:
 - (i) the team member's remaining accrued annual leave entitlement is not less than 4 weeks;
 - (ii) each cash out must be the subject of separate agreement in writing between the Company and the team member;
 - (iii) the team member will be paid the full amount that would have been payable, had the team member taken the annual leave; and
 - (iv) each request to cash out annual leave can only be made once per calendar year.

4.1.4 **Annual leave at half pay**

- (a) Annual leave may be taken at half pay so as to extend a period of annual leave. Participation in any annual leave at half pay arrangement is voluntary and in accordance with the following terms:

Eligibility

 - (i) permanent team members are eligible to apply for annual leave at half pay if all accessible long service leave has been exhausted;
 - (ii) team members must have less than or equal to 8 weeks' accrued annual leave;
 - (iii) team members who have a current arrangement of purchased additional leave salary sacrifice cannot take annual leave at half pay until any purchased additional leave arrangement has been taken and ceases;
- (b) Taking annual leave at half pay
 - (i) When team members apply 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 taken is averaged over the full leave period.

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- (ii) This means that while team members are on leave 'at half pay' they will:
 - receive half of their normal weekly pay each week; and
 - accrue half of the leave that they would normally accrue (because they are only accruing leave for the paid half of the leave period).
 - (iii) eligible team members' can apply for a maximum of 2 weeks' annual leave at half pay during a 12 month period, these must be taken in 1 week blocks; and
 - (iv) annual leave at half pay will be taken at a time that is mutually agreed upon by the Company and the team member.
 - (v) Public holidays that fall during a period of annual leave at half pay will be processed as a standard rate of pay.

4.1.5 **Re-crediting of annual leave**

If, during a period of annual leave, a team member is injured or becomes sufficiently ill, the team member may apply to have the period of annual leave affected re-credited, in certain circumstances:

- (i) the injury or illness must be of a type that would, under normal circumstances, had the team member not been on annual leave, would have prevented the team member from working;
- (ii) the team member must notify and submit a written request to the Company to have the period of annual leave during which the team member was ill or injured, re-credited, as soon as practicable after the injury/illness is verified by a medical practitioner.
- (iii) the team member must provide the Company with a medical certificate for the period of illness/injury.
- (iv) the Company having received the request and any supporting evidence provided under (iii) will not unreasonably refuse the request of re-crediting of the annual leave period;
- (v) any annual leave loading paid to the team member will be re-credited back to the Company and paid as normal when the annual leave is used in the future.

4.1.6 **Purchasing additional leave via salary sacrifice**

- (a) Permanent team members can apply to purchase a maximum of 2 weeks of additional annual leave per financial year, using a salary sacrifice deduction scheme.
- (b) Team members are eligible to apply for purchased additional leave if they have less than or equal to 4 weeks accrued annual leave at application and less than or equal to 4 weeks accrued long service leave at application.

Note: part time employees will be entitled to this arrangement on a pro rata basis.
- (c) Team members can apply for purchased additional leave at any time from the start of the financial year on 1 July until 1 May the following year.
- (d) Purchased additional leave can only be applied for in 1 or 2 week blocks.
- (e) Team members are required to complete and submit an "Application to Purchase Additional Leave" form to their Line Manager for approval.
- (f) Purchased additional leave can be taken:
 - (i) only after all accrued annual leave has been taken;
 - (ii) at any time until 30 June of that financial year; and
 - (iii) purchased additional leave will be taken at a time that is mutually agreed upon by the Company and the team member.
- (g) Requests for taking purchased additional leave will be treated the same as requests to take annual leave.

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- (h) Purchased additional leave cannot be taken at half pay.
 - (i) Salary sacrifice deductions
 - (i) team members will have their wages proportionally deducted using a salary sacrifice scheme calculated on the current wages based on the number of weeks they purchase;
 - (ii) salary sacrifice deductions will commence the fortnight after the application is received with the last deduction concluding by 30 May of the financial year.
 - (i) team members are not eligible to be paid for Public Holidays that fall during a period when Purchased Additional Leave is taken as per Company policy.

4.2 Personal/carer's leave

4.2.1 Entitlement

- (a) Full time and part time team members are entitled to paid personal/carer's leave in accordance with the NES.
- (b) Personal/carer's leave accrues progressively during a year of service according to the team member's ordinary hours of work, and accumulates from year to year. Personal/carer's leave accrual will equate to 11 days per 12 months of continuous service and will accrue on a pro rata basis for part time team members.

4.2.2 Taking of personal leave

- (a) Personal leave may be taken by a team member due to their own illness/injury (**Sick Leave**); or
- (b) Personal leave can also be taken by the team member to provide care or support to a member of the team member's immediate family or a member of the team member's household, who requires care or support because of a personal illness or injury or unexpected emergency affecting the immediate family member or member of the team member's household (**Carer's Leave**).

4.2.3 Conditions and limitations

- (a) A team member is not entitled to paid Personal Leave for any period in respect of which they are receiving workers compensation.
- (b) Other than in exceptional circumstances, the team member is expected to advise the Company of their inability to attend work within 1 hour of the scheduled start time, and as far as possible, detail the nature of the illness, injury or incapacity and the estimated duration of their absence.

4.2.4 Documentation

- (a) In order to be entitled to paid leave in accordance with this clause, a team member must provide the Company with a medical certificate or statutory declaration for the period of the absence.
- (b) The Company need not make payment for any time a team member is absent from work without producing satisfactory evidence in support of a request for paid personal leave.

4.2.5 Unpaid carer's leave

- (a) A team member may, apply to take unpaid carer's leave for the purpose of providing care and support for a member of their immediate family or a member of the team member's household who requires care or support because of personal illness or injury, or an unexpected emergency affecting the immediate family member or member of the team member's household.
- (b) Unpaid carer's leave can only be taken when the team member's entitlement to paid personal leave has been exhausted.

4.2.6 Notification and reporting requirements when taking personal leave due to personal illness or injury:

- (a) Team members are required to provide reasonable notice to the Company of their inability to attend work and other than in exceptional circumstances, the team member is expected to advise the Company of their inability to attend work within 1 hour of the scheduled start time, and as far as possible detail the nature of the illness, injury or incapacity and the estimated duration of the absence as soon as reasonably practicable;
- (b) On return to work, a team member who has been on a period of personal leave, or carer's leave will complete the appropriate Leave of Absence form indicating the period of absence and attaching reasonable evidence of illness or absence due to carer's leave, such as a medical certificate or statutory declaration;
- (c) A team member is required to provide medical evidence of illness or injury following personal leave and carer's leave when:
 - (i) the absence exceeds 2 days; and/or
 - (ii) a team member is absent without approved leave on the working day before or after a Public Holiday or Annual Leave; and/or
 - (iii) a team member has been absent on personal leave for 11 or more days in a calendar year and is absent for any full day or part day thereafter.
- (d) The Company may require (and can request) that a team member provide evidence of illness (regarding the team member or person concerned) when:
 - (i) a team member has a proven pattern of recurring absences or Personal Leave either side of taking Annual Leave or Public Holidays.
 - (ii) a team member has a record of excessive Personal Leave due to illness, injury or incapacity.
- (e) A team member who fails to comply with the Company's request for evidence of illness when required to do so, will not be paid for the absence.
- (f) Team members who have continuous time off from work because of illness are required to obtain medical advice to help them minimise their absences from work.

4.2.7 Notification and reporting requirements when taking personal Leave for purposes other than personal illness or injury:

- (a) Permanent team members are expected to notify the Company of their intention to take Personal Leave for the purposes of carer's leave at least 24 hours or as soon as reasonably practicable.

4.3 Long service leave

All team members are entitled to Long Service Leave, in accordance with the Applicable Legislation as it applies, from time to time.

4.4 Parental leave

All full time and part time team members are entitled to Parental Leave in accordance with the NES.

- (a) Where the provisions of the Company's policy on parental leave exceed those contained in the NES, then the policy provisions shall apply to the extent of any inconsistency. However, the provisions of the Company's policy are not incorporated into this Agreement.

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- (b) Upon request to the Company, a team member shall be provided with a copy of the Company's current parental leave policy and relevant provisions of the NES, which covers such leave.

4.5 Compassionate leave

4.5.1 Paid leave entitlement

- (a) Full time and part time team members are entitled to Compassionate Leave in accordance with the NES.
- (b) Full time and part time team members are also entitled to Compassionate Leave under this clause to the extent that it provides a greater benefit than the NES. The leave benefits in this clause are inclusive of, and not in addition to, any entitlement to compassionate leave under the NES arising in respect of the same circumstances.
- (c) Full time and part time team members are entitled to paid Compassionate Leave:
 - (i) For the purposes of spending time with a person who:
 - Is a member of the team member's immediate family or a member of the team member's household; and
 - Has a personal illness, or injury, that poses a serious threat to his or her life; or
 - (ii) After the death of a member of the team member's immediate family or a member of the team member's household.
 - (iii) on each occasion that they, their spouse or de facto partner has a miscarriage or stillbirth and the child would have been a member of the team member's immediate family, or household, if the child had been born alive.
- (d) A team member is entitled to a period of 3 days of paid Compassionate Leave after the death of a member of the team member's immediate family or a member of the team member's household.
- (e) A team member is entitled to a period of 2 days of paid Compassionate Leave for each occasion when a member of the team member's immediate family or a member of the team member's household:
 - contracts or develops a personal illness that poses a serious threat to his or her life; or
 - sustains a personal injury that poses a serious threat to his or her life.
- (f) In instances where a period of Compassionate Leave is taken by a team member for the purpose of spending time with a member of the team member's immediate family or household in circumstances as defined above, compassionate leave may be taken as a single unbroken period of 2 days, or 2 separate periods of 1 day each, or any separate periods of up to 2 days to which the team member and the Company agree.
- (g) A team member must provide Documentation to the Company, as soon as reasonably practicable, to be entitled to paid Compassionate Leave.
- (h) Where a death occurs overseas, the full time or part time team member shall be entitled to 5 shifts of paid Compassionate Leave based upon the team member's ordinary time earnings when attending the funeral.
- (i) Where the death of a relative detailed above occurs outside of Australia and the team member does not attend the funeral, they shall be entitled to payment for one shift (based on the team member's ordinary time earnings), unless the team member can demonstrate to the Company that additional time up to a maximum of 3 shifts is justified.

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- (j) A team member may extend Compassionate Leave by making a request and utilising up to 2 days of accrued personal leave by providing the notice and documentation and subject to approval by the Line Manager.

4.5.2 Casual Team Members are entitled to unpaid compassionate leave in accordance with the NES.

4.5.3 **Documentation**

- (a) In this clause, "Documentation" means any written evidence the Company reasonably requires of the illness, injury or death of the member.
- (b) The Documentation must meet the requirements of the NES.
- (c) In the instance, the team member would like to access the additional leave provided under clause 4.5.1, Proof of death shall be provided by the team member to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia..

4.5.4 **Other leave**

The provisions of this clause shall not apply if the team member is on any other period of authorised leave.

4.6 Leave without pay

- (a) Leave without pay will only be granted at the Company's discretion. The Company will respond to requests for leave without pay within 14 days. Where the decision for unpaid leave can be made by the Distribution Centre Manager (in accordance with Company policy) a decision will be given within 14 days.
- (b) Where leave without pay is sought on account of illness, a medical certificate must be provided indicating the period of incapacity. All Personal Leave, Annual Leave (pro-rata and entitlement) and Long Service Leave (entitlement) must be used prior to leave without pay being granted;
- (c) When leave without pay is sought for personal reasons, Annual Leave (pro-rata and entitlement) and Long Service Leave (entitlement) must be used prior to leave without pay being granted.
- (d) When leave without pay is sought for study or training purposes as approved by the Company, the leave without pay may be taken prior to exhaustion of paid leave entitlements. Leave without pay for this purpose must be approved by the Distribution Centre Manager no less than 7 days prior to the commencement date of the leave.
- (e) Any team member applying for leave without pay will be required to sign an undertaking to resume duty on the next working day after the leave-without-pay day/s and failure to resume duty may result in the team member being considered to have abandoned their employment.

4.7 Jury service

- (a) Team members are entitled to leave of absence and payment at the team members ordinary rate of pay for any period of jury service in accordance with the NES and relevant state/territory legislation.
- (b) The team member will pay to the Company the full jury service allowance received by them excluding any amount received for expenses (e.g. travel expense).

4.8 Public holidays

- (a) Full time and part time team members will be entitled to, without loss of pay, the following Public Holidays:

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- (i) New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Birthday of the Sovereign, Labour Day (8 Hour Day), 24 December from 6 pm to midnight, Christmas Day, Boxing Day.
 - (b) The following days shall be taken in addition to the days named above, or in lieu of where stated:
 - (i) Queensland Exhibition Day or the appropriate regional show day.
 - (c) Permanent team members will be entitled without loss of pay to any additional Public Holiday when a Public Holiday is proclaimed or gazetted, other than on a day set out in sub clauses 4.8(a), or (d) and is observed generally within the State of Queensland.
 - (d) Team members will not be entitled to any additional benefit or payment for a part day public holiday, unless the team member is normally rostered to work Ordinary hours during the hours of the part public holiday or actually works the part public holiday. A team member working on a part public holiday will be paid 250% of their ordinary time rate of pay, for the hours worked.
 - (e) When Christmas Day, Boxing Day or New Year's Day falls on a Saturday or Sunday, a day in lieu will be given if the State gazettes an additional day in lieu.
 - (f) A full time or part time team member who works an average of 5 days per week, whose non-working day falls on a Public Holiday shall receive by mutual agreement either:
 - (i) Another day off with pay to be taken within one calendar month of the Public Holiday or during the two weeks prior to the holiday; or
 - (ii) The addition of an equivalent day's pay; or
 - (iii) One extra day added to Annual Leave.

For the purpose of this sub clause "day" shall mean the averaged number of daily hours worked by the team member in the roster cycle immediately prior to the day on which the holiday falls.

Provided that for team members regularly rostered to work Monday to Friday, the above shall not apply to Easter Saturday, Easter Sunday and Anzac Day unless a day in lieu is gazetted by the State Government.
 - (g) Engagement across two days:
 - (i) Where the majority of a team member's rostered engagement falls on a public holiday, the entire engagement shall be regarded as the Public Holiday for all purposes of the Agreement.
 - (ii) Where the majority of a weekly team member's rostered engagement falls on the day before a Public Holiday or the day after the Public Holiday, the entire engagement shall be treated as a normal shift for all purposes of the Agreement.
 - (iii) Where a weekly team member is rostered for an engagement with an equal number of hours on a Public Holiday and the day before a Public Holiday the entire engagement shall be treated as a Public Holiday for all purposes of the Agreement.
 - (iv) Where a weekly team member is rostered for an engagement with an equal number of hours on a Public Holiday and the day after a Public Holiday the entire engagement shall be treated as a normal shift for all purposes of the Agreement.
 - (h) Casual team members shall be paid for actual hours worked on a public holiday. The hours worked on the day shall be paid at the ordinary rates and loadings provided for in this Agreement.

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- (i) Provided that any team member whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a Public Holiday or Holidays shall be paid for such Holiday or Holidays as if the roster had not been changed.
 - (j) Work done on a designated Public Holiday shift prescribed in this clause shall be paid at the rate of double time and one half (plus the applicable loading for casual team members).
 - (k) A team member working overtime on a Public Holiday which is a non-working day will be paid double time and one half for the work in lieu of the provisions prescribed in sub clause (e).
 - (l) To ensure further flexibility both to the site operations and team members, team members will be able to elect to work an earlier shift at ordinary time rates on Christmas Eve and New Years Eve in order to complete their ordinary hours and leave the site earlier than if they had work their normal rostered shift. This arrangement will be subject to operational requirements and the ability of the team member to be engaged effectively on an earlier shift.

4.9 Community service leave

The provisions of this clause are inclusive of, and not in addition to, any entitlement to community service leave under NES arising in respect of the same circumstances.

Full-time and part-time team members are entitled to Australian Defence Force (ADF) and Emergency Services Leave in accordance with the Company's policy. A copy of this policy will be provided to a team member upon request. However, the terms of the Company's policy are not incorporated into this Agreement.

Casual team members are entitled to unpaid emergency service leave.

4.10 Domestic and family violence leave

Purpose of family and domestic violence leave

- (a) Woolworths recognises that employees 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 an employee to deal with outside of their ordinary hours of work.

Entitlement to paid and unpaid leave

- (b) Each year, team members (including part time and casual team members) are entitled to 10 days of paid family and domestic violence leave.
- (c) The entitlement:
 - (i) Is available in full at the start of each 12-month period of the employee's employment;
 - (ii) Does not accumulate from year to year;
 - (iv) (where the leave is paid leave) is paid at the employee's full rate of pay for the hours they would have worked had they not taken leave ; and
 - (iv) Is not paid out on termination of employment if unused.
- (d) An employee may take any combination of paid or unpaid leave to deal with family and domestic violence if the employee:
 - (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, seeking

medical, legal, counselling or accessing police services) and it is impractical for the employee to attend to it outside of their ordinary hours of work.

- (e) In the event an employee 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) An employee who supports a person experiencing family or domestic violence may take personal/carer's leave.
- (g) Employees are required to notify their Manager of such absence on the first day of absence or as soon as reasonably practicable. If possible, the employee should indicate the expected duration of the period of leave. Where not appropriate to notify their Manager, or if an employee does not feel comfortable doing so in a particular circumstance, an employee 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. Types of evidence an employee can provide include:
 - i. a statutory declaration
 - ii. family violence support service documents
 - iii. documents issued by a police service, or
 - iv. documents issued by a court.
- (i) In order to provide support and a safe work environment for an employee experiencing family and domestic violence, Woolworths will consider any reasonable request from an employee for:
 - Changes to their spread of hours or pattern of hours and/or shifts;
 - Job redesign or change of duties;
 - Relocation to a suitable location within Woolworths; and
 - Any other appropriate measures including those available under existing provisions.
- (j) Team members may also access any support provisions included in the Company's Family or Domestic Violence Leave Policy as varied from time to time. This policy will not form part of or be incorporated into this Agreement.

Confidentiality

- (k) 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 employee and/or co-workers.

Family and domestic violence definitions

- (l) For the purposes of this clause 4.10:

Family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and causes them to be fearful.
- (m) Family member means:

A spouse (or former spouse), de facto partner (or former de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or

A child, parent, grandparent, grandchild or sibling of a spouse (or former spouse) or de facto partner (or former de facto partner) of the employee; or

A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

4.11 Natural disaster leave

Permanent Team members will be allowed to leave work to care for their family and property where there is a genuine risk of flooding, earthquake or bushfires, or where a cyclone warning or a state emergency is declared.

Full time and part time team members will receive up to 2 day's paid leave per occasion at the base rate of pay, if there is reasonable and justified reason that the team member is unable to attend work due a natural disaster declared by the State or Federal Government. Casual team members are entitled to unpaid natural disaster leave.

Where a permanent team member is unable to attend work due to extreme weather conditions/warnings or natural disasters/warnings the team member may request access to Natural Disaster Leave. The request will not be unreasonably refused when there is no reasonable alternative in order to attend work.

Casual team members are entitled to unpaid emergency service leave.

5. Remuneration

5.1 General

- (a) Wages, overtime and all allowances for full time and part time team members will be paid weekly, on Wednesdays, by Electronic Funds Transfer (EFT) into the financial institution nominated by the team member. Provided that where a Public Holiday falls on a Monday or a Tuesday of the pay week wages shall be paid no later than Thursday in that week.
- (b) Any pay discrepancies will be adjusted in the next pay period. This includes both short-payments and over-payments. However, Team members must receive an amount of money equal to the ordinary weekly wage in the current pay period provided sufficient time has been worked. It is the responsibility of the team member to report any short-payment or overpayment immediately.
- (c) Where a pay discrepancy arises resulting in an overpayment to a team member, the Company will liaise with the team member to make appropriate arrangements for repayment of the overpayment amount - either in full or by an agreed repayment plan.
- (d) This does not apply to pay adjustments where a team member has failed to provide the appropriate/necessary information in relation to absences from work e.g. doctor's certificate, leave application forms, Workers' Compensation applications.
- (e) On leaving the employment of the Company, team members will be paid by EFT all monies owed to them within 7 days of the date of termination of employment.

5.2 Pay rates

- (a) The ordinary weekly rate of pay for team members will be as per the following table. These rates will be applicable on the first full pay period on or after the said dates..

The Base Hourly Rate of Pay rate below is for information only – where any difference exists between the Base Hourly Rate of Pay and the Base Weekly Rate of Pay (for example, due to rounding), the Base Weekly Rate of Pay will prevail.

Weekly team member - Pay rate table

Grade	Current	first full pay period on or after 31 July 2024	first full pay period on or after 31 July 2025	first full pay period on or after 31 July 2026
		6% Increase	4.35% Increase	3.50% increase
1	\$974.91	\$1033.40	\$1,078.35	\$1,116.10
		\$27.19 per hour	\$28.38 per hour	\$29.37 per hour
2	\$1,040.43	\$1102.85	\$1,150.82	\$1,191.10
		\$29.02 per hour	\$30.28 per hour	\$31.34 per hour
3	\$1,116.85	\$1,183.86	\$1,235.36	\$1,278.60
		\$31.15 per hour	\$32.51 per hour	\$33.65 per hour
4	\$1,173.02	\$1,243.40	\$1,297.49	\$1,342.90
		\$32.72 per hour	\$34.15 per hour	\$35.34 per hour
5	\$1,228.41	\$1,302.12	\$1,358.76	\$1,406.32
		\$34.27 per hour	\$35.76 per hour	\$37.012 per hour
6	\$1,283.76	\$1,360.79	\$1,419.98	\$1,469.68
		\$35.81 per hour	\$37.37 per hour	\$38.68 per hour

- (b) The ordinary weekly rate of pay for Junior team members will be a percentage of the pay rate for the applicable grade of the Junior team member, as shown in the following table:

Age	% of weekly wage rate to applicable grade
15 and under 16 years of age	50%
16 and under 17 years of age	55%
17 and under 18 years of age	60%
18 and under 19 years of age	75%
19 and over	100%

- (c) The Company, at its discretion, may pay a merit allowance to team members under the age of 21 years who have completed the Traineeship and have achieved Grade 4. This merit allowance will be reviewed every 3 months.

(d) **Traineeship Pay Rates**

- (i) Team members engaged as Trainees will be paid at Grade 1 rates of pay for the period of the traineeship.
- (ii) Team members at the end of their Traineeship will be graded as Grade 4 if, in opinion of the Company, the Trainee can carry out the work at a satisfactory level.
- (iii) The Company may offer positions to team members at lower grades.

(e) **Part time Pay Rates**

The ordinary hourly rate of wages for part time team members will be calculated by dividing the appropriate weekly wage or classification rate by 38.

(f) **Casual Pay Rates**

- (i) The casual loading of 25% is in lieu of benefits provided to permanent team members under the NES, including without limitation to Personal / carers leave, annual leave, paid compassionate leave and redundancy and applies to all hours worked by a casual team member, other than overtime.

5.3 Penalty rates and loadings

(a) The following penalty rates will apply to team members:

Shift	Full time & part time team members	Casual team members
Monday-Friday extended am shift by agreement (4am-6am)	150%	175%
Monday-Friday day shift (6am-6pm)	100%	125%
Monday-Friday afternoon shift (3pm-11pm)	117.5%	142.5%
Monday-Friday night shift (11pm-7am)	122%	147%
Saturday - all hours (excluding overtime)	135.25%	160.25%
Sunday - all hours (excluding overtime)	180.25%	205.25%
Overtime (Monday-Saturday) - first 3 hours - subsequent hours >3 hours	150% 200%	175% 225%
Overtime - Sunday	200%	225%
Overtime - Public Holiday	250%	275%
Public Holidays	250%	275%

5.4 Overtime

- (a) All time worked in excess of the ordinary weekly working hours or outside the hours specified in sub clause 6.2 or outside the hours specified in the team member's roster will be considered overtime.
- (b) Casual team members required to work in excess of 10 hours on any day will be paid at the rate specified in the table in sub clause 5.3(a).
- (c) Part time team members required to work in excess of 10 hours on any day or in excess of 152 hours in any 4 week cycle will be paid overtime at the rate specified in the table in sub clause 5.3(a).
- (d) Where a team member is required to work overtime all rest pauses and unpaid meal breaks provided for in this Agreement, will be observed.
- (e) A team member will be entitled to a choice between payment and time off in lieu (TOIL) if overtime as per the overtime rates as defined in clause 5.3, on each occasion overtime is worked. If TOIL is not applied for the default position will be the payment of overtime.
- (f) A team member may elect to take TOIL of the overtime hours actually worked, exclusive of any breaks, provided;
- (i) The request is made in writing no later than the end of the shift where the overtime is worked;

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- (ii) The TOIL of overtime hours actually worked (exclusive of breaks) will be on the hours worked, for example, two hours of overtime will accrue two hours time in lieu;
 - (iii) The time taken will be paid at the rate of pay at which the time was accrued and will not include any extra penalties. Any penalties payable at the time the overtime was worked will be paid in the current pay cycle and no penalties will be paid when TOIL of overtime is taken.
 - (iv) The time off will be taken at a mutually convenient time, agreed between the team member and the company to be taken within ninety days of working the overtime.
 - (v) Where TOIL of overtime is not taken or paid out at the team members request within the prescribed 90 days, it will be paid out as overtime in the next available payroll cycle thereafter.
 - (g) Team members involved in workplace meetings, will be able to mutually agree to vary their individual shift starting and/or finishing times to allow these meetings to occur during ordinary time hours.
 - (h) A team member, may with the consent of the Company, work extra hours at ordinary time rate to make up for time away from work for:
 - (i) illness where Personal Leave has been exhausted; and/or
 - (ii) other reasons for which leave is not covered under this Agreement.These make up hours will be additional to normal rostered hours.
 - (i) The Company will notify team members of possible overtime at the first available opportunity after it becomes aware of the requirement for overtime to be worked.
 - (j) When considering overtime team members are to be mindful of their total number of hours worked and when their next scheduled shift starts. team members and management are to manage hours worked to ensure no shift, inclusive of overtime is to exceed 14 consecutive hours.

5.5 Allowances

(a) Meal Allowance

A meal allowance of \$17.20 will be payable in the following instances:

- (i) where a team member is required to work a total of 3 or more hours overtime at the end of the shift during the normal work week, with or without prior notice,
- (ii) where a team member working a 10 hour shift is required to work 1 or more hours of overtime at the end of the shift during the normal work week, with or without prior notice.

Higher Duty Allowance

Higher duty allowance will be paid where a team member who is designated a skilled Grade 4 operator and is required to operate at a higher grade. The higher duty allowance will be paid for the period worked at the higher grade.

(b) Travel Allowances

Where a team member is required to travel due to work requirements, the Company will pay reasonable travelling fares. Should any accommodation be required as a result of this required travel, the Company will also pay reasonable accommodation and meal expenses.

(c) Use of Private Vehicle

Where a team member is required to use their own vehicle for business purposes the team member will be compensated for the use of this vehicle on a distance basis at the rate, the per kilometre is \$0.77 cents:

(d) **Call Out Allowance**

- (i) A team member, recalled to work overtime after leaving the Distribution Centre for the purposes of emergency work or repairs, as determined by the Company, will be paid a call out allowance of \$97.52 and will not increase during the term of this Agreement.
- (ii) In addition, in these circumstances, the team member will be paid a minimum of 3 hours

(e) **Forklift reimbursement**

- (i) Where you are required to hold a forklift and / or order picker licence renewal to perform your role, you will be reimbursed for the costs of renewing the required licence upon providing proof of payment (for example tax invoice). The reimbursement does not extend to cover the cost associated with the reissue of a lost or stolen licence or similar.

5.6 Time and wages records

- (a) The Company will keep a time and wages record at the workplace which contains the particulars for each team member in accordance with the legislation that applies to the team members from time to time.
- (b) The inspection of time and wage records will be provided in accordance with the legislation that applies to the team members from time to time.

5.7 Superannuation

5.7.1 Contributions

- (a) The Company will make monthly superannuation contributions on behalf of each eligible team member at the minimum rate required under the Superannuation Guarantee (Administration) Act 1992.
- b) The Company will maintain existing contributions for eligible team members who are members of the two funds identified in sub clause 5.7.3. Any future increase in the Company's minimum contribution rate required under the Superannuation Guarantee (Administration) Act 1992 for these eligible team members will be made to REST unless another fund is chosen by the team member under sub clause 5.7.4.

5.7.2 Eligible team members

For the purposes of this clause an 'eligible team member' is a team member covered by this agreement for whom the Company is required to make Superannuation contributions under the Superannuation Guarantee (Administration) Act 1992.

5.7.3 Superannuation Fund

Unless a team member makes a choice of fund under sub clause 5.7.4 Superannuation contributions will be made by the company on behalf of eligible team members to Retail Employees Superannuation Trust (REST)

5.7.4 Choice of Fund

If an eligible team member wishes to direct the Company to make the Superannuation contributions required under sub clause 5.7.1(a) to another Superannuation fund rather than REST the eligible team member must request from the Company and complete a Choice of Fund form specified under the Superannuation Guarantee (Administration) Act 1992. The eligible team member must return the completed Choice of Fund Form, together with the information required with the form to the Company.

5.7.5 Additional Contributions

- (a) An eligible team member may:

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- (i) make additional post tax Superannuation contributions; or
 - (ii) direct the Company to pay a proportion of the eligible team members wages as additional salary sacrifice Superannuation contributions into the same fund to which the Company is making Superannuation contributions into REST or the fund chosen by the eligible team member under sub clause 5.7.4
 - (b) Any amount paid in accordance with a direction under sub clause 5.7.5 (a) (ii) is deemed to be paid in satisfaction of the Company's obligation to pay the wages set out in this agreement. Accordingly, no breach of this agreement will occur if the actual wages paid to the team member fall below the rates set by this agreement solely because the Company paying additional superannuation contributions on a pre-tax basis under this sub clause.
 - (c) Eligible team members are responsible for obtaining any independent financial and taxation advice in regards to the additional Superannuation contributions which they direct the Company to make on their behalf under this sub clause.

5.7.6 Superannuation forms

- (a) The Company will provide each eligible team member (upon commencement of their employment) with the appropriate membership forms(s) for the applicable fund named in sub clause 5.7.3(a)(i) of this clause.
- (b) An eligible team member may direct the Company to commence, vary, cease additional contributions specified in sub clause 5.7.5 at any time and must do so in writing in a form prescribed by the Company.

6. General matters

6.1 Contract of employment

- (a) A team member may be employed as a full time, part time, casual or Temporary team member.
- (b) All new team members will be given on, or prior to commencing employment, a letter outlining the following:
 - (i) Position and employment category;
 - (ii) Classification level;
 - (iii) Term of appointment;
 - (iv) Remuneration;
 - (v) Commencement date;
 - (vi) Ordinary hours of duty (full time and part time team members only);
 - (vii) Notice period required to terminate employment, by either team member or Company; and
 - (viii) Time periods for assessment of performance, tenure and classification.

6.2 Hours of work

Ordinary spread of hours

- (a) Full time team members will be rostered not to exceed 10 ordinary hours per day, excluding meal breaks, or an average of 38 ordinary hours per week in the following forms:
 - (i) 38 hours per week over one week; or
 - (ii) 152 hours in 4 consecutive weeks.
- (b) part time team members will be rostered not less than 3 ordinary hours on any rostered day or 10 ordinary hours per day and not more than 36 hours per week;
- (c) Casual team members will not be worked more than 38 ordinary hours in any one week;
- (d) The engagement of a casual team member will not be less than 4 hours and not more than 10 ordinary hours on any day, or not more than 38 ordinary hours in any one week;
- (e) There will be a 10 hour break between shifts. Any team member who is requested by the Company to work without a 10 hour break will be paid at overtime rates until a 10 hour break is achieved.
- (f) The company will provide casual team members a minimum of 1 hours notice prior to the commencement of the team members shift in order to cancel a full shift. Notification to the team member may be via text message or phone call.

6.3 Rostering arrangements

- (a) Every full time and part time team member will be given a commencing and ceasing time for each day.
- (b) All current full time team members, together with all new full time team members at the point of engagement, will work an agreed roster of not more than 152 ordinary hours per 4 week cycle.

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- (c) All time worked outside a team member's commencing and ceasing time according to their roster, will be overtime and paid accordingly, except as provided in the Overtime subsection of Remuneration.
 - (d) Any form of roster variation made possible under this Agreement will be worked for a minimum period of 1 month. A period of less than 1 month will be by mutual agreement.
 - (e) Any roster variation(s) will be effected on a voluntary basis initially. Should the situation arise where there are insufficient volunteers to cover the roster variation(s), the matter will be taken to each team for a decision to be reached by the team. Should this process fail to provide the required numbers, the Company reserves the right to make any necessary roster variation/s.
 - (f) Team members will be given 7 days notice in writing of any roster change unless mutually agreed. The Company will consider 14 days notice when requested by a team member. The company will consult with and consider the team members family responsibilities and the team member's general needs when contemplating roster changes.
 - (g) In conjunction with, or in addition to any rostered shift, a part time team member may be offered on a voluntary basis additional hours to a maximum of 38 hours in any week, which if accepted, shall be paid at the ordinary wage rate. part time team members may, by mutual agreement, accept additional ordinary hours, on days which may or may not be already included in the team member's roster, provided that such additional hours shall be offered and accepted on the basis of the following conditions:
 - (i) The part time team member's written agreement, signed and dated, to work additional hours.
 - (ii) The additional ordinary hours not being in excess of daily or weekly maximum hours elsewhere provided in this Agreement without the payment of overtime.
 - (iii) The arrangements is in accordance with the relevant roster Principles.
 - (iv) The additional ordinary hours are paid at the ordinary wage rate plus applicable shift allowances and penalty rates.
 - (v) The additional ordinary hours will be included in the calculation of Annual Leave, Personal Leave or Long Service Leave.
 - (vi) Such additional hours will be known as "Flex up" and taken to mean that a part time team member has been offered, and accepted, additional working hours above those already rostered, without the payment of overtime.
 - (vii) Additional "Flex up" hours declined by a team member, shall, if subsequently offered to the team member and accepted, be paid for all over time rates.
 - (h) A casual team member will be engaged on a day-to day basis. No fixed rostering arrangements will apply to casual team members. However, this should not prevent the Company and the individual team member pre-arranging future time or times when team member is to work.
 - (i) Casual team members who have worked more than 7 hours are to be notified of their estimated finishing time. This finishing time may change due to unforeseen circumstances e.g. machinery breakdown or completion of required work.
 - (j) After working more than 12 consecutive hours, casual team members are to be given a 12 hour break between ceasing the first shift and starting a new shift.
 - (k) The ordinary time hours of all full time and part time team members can be rostered for up to 5 days between Monday to Sunday within the following constraints:

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- (i) Saturdays: (All team members)
 - Wherever possible, the selection of team members for the Saturday roster shall be on a voluntary basis. If there is not enough volunteers, team members may be rostered to work on Saturdays.
 - (ii) Sundays:
 - Sundays: (team members engaged prior to the 1/07/06)
Voluntary only (no provision to roster) for all Permanent team members as at the 1/07/06.

Should at any time these team members volunteer to work a Sunday roster they may do so, however they will always retain the right to voluntary Sunday work (no provision to roster).
 - Sundays: (team members engaged after the 1 July 2006)

All new team members employed after the 1 July 2006 may be rostered to work ordinary hours on a Sunday.
 - (iii) The 2 day break will be 2 consecutive days.
 - (l) Extended AM Shifts – Rostering provisions

The Company's intention throughout the life of this Agreement is not to change team members current rosters in order to utilise an extended AM shift. However where the Company decides to utilise an extended AM shift the following arrangements will apply notwithstanding the above Rostering provisions:
 - (i) In the event an AM Shift is needed or required the Company will advise all team members that such hours are available and request volunteers to work the extended AM shift hours.
 - (ii) The Company will endeavour to make such requests at least 24 hours before the Company requires the extended AM shift hours worked unless there are emergent circumstances that prevent this from occurring.
 - (iii) Team members can voluntarily elect to work an extended AM Shift and if the Company agrees the team member will do so at the rates set out in clause 5.3.
 - (m) In the event of any dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with Grievance procedure clause of this Agreement.

6.4 Meal breaks

- (a) A team member shall be entitled to an unpaid meal break of 30 minutes on any shift in excess of 6 hours.
- (b) Team members who work in excess of 5 hours but less than 6 hours, may take a 15 minute unpaid meal break where mutually agreed and at a time mutually agreed,
- (c) The unpaid meal break will be taken between the commencement of the fifth and the completion of the sixth hour of the shift.

6.5 Rest pauses

- (a) A full time, part time or casual team member who works a single shift of no more than 4 consecutive ordinary hours will be entitled to a rest pause of 10 minutes.
- (b) All full time, part time and casual team members who work more than 4 consecutive ordinary hours but not more than 8 consecutive hours on any 1 day will be entitled to a rest pause of 15 minutes;

- (c) Team members who work more than 8 consecutive ordinary hours (excluding the meal break) on any 1 day will be entitled to an additional rest pause of 15 minutes;
- (d) Rest pauses will be taken in the Company's time and exclusive of any agreed walking time to the lunchroom;
- (e) Team members will be given a further paid rest pause of 10 minutes if the overtime is more than 3 hours.

6.6 Termination of employment

Full time & part time team members

- (a) Either the Company or a team member can terminate the team member's employment by giving the following notice:

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

- (b) In addition to the notice in (a) above, weekly or part time team members over 45 years of age at the time of giving of notice and with not less than 2 years continuous service, will be entitled to an additional week's notice.
- (c) In the event of a genuine redundancy, an additional week notice will be paid in addition to the notice provision outlined in item a).
- (d) Payment in lieu of notice will be made if the appropriate notice is not given by the Company. Payment for termination may be made by part of the period of notice specified and part payment in lieu.
- (e) If a team member fails to give the required notice, the Company may withhold from any monies due to the team member on termination an amount not exceeding the amount the team member would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the team member.
- (f) The period of notice in this section will not apply in the case of dismissal for serious misconduct.
- (g) Notice of termination from either a team member or the Company will be given in writing. In the instance a team member resigns their employment, no additional notice will be required from the team member based on the age
- (h) A written Certificate of Service will be given to each team member on termination of service with the Company, when requested.
- (i) The period of notice of termination may be reduced to one week by mutual consent, provided it is given in writing and acknowledged by both the Company and the individual concerned. This paragraph will not apply to periods of service of 4 weeks or less.

6.7 Temporary work arrangements

- (a) In the event a team member for personal reasons requires a temporary change to their individual working arrangements regarding their status of employment, contracted hours or actual rosters of work the Company and team member may by mutual agreement temporarily vary these arrangements.

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- (b) The team member must provide the Company a request in writing detailing the reason for and proposed time period to temporarily vary the working arrangement.
 - (c) The Company will provide a response within 10 working days after receipt of the request. If the request is rejected the Company will provide a reason for the rejection.
 - (d) Once acceptance is notified to the team member the Company will outline in writing the details of the varied arrangement. The written arrangement will then be dated and signed by both parties. The written arrangement will specify that at the end of the temporary change period the team member must revert back to the working arrangement that applied prior to the change or renegotiate a further period that mutually varies the arrangement.

6.8 Flexibility arrangements

- (a) The Company and team member 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 the Company and team member in relation to one or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the Company and team member.
- (b) The Company must ensure that the terms of the individual flexibility arrangement:
 - (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Company must ensure that the individual flexibility arrangement:
 - (i) is in writing; and
 - (ii) includes the name of the Company and team member; and
 - (iii) is signed by the Company and team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member; and
 - (iv) includes details of:
 - the terms of the Agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the team member will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and
 - states the day on which the arrangement commences.
- (d) The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Company or team member may terminate the individual flexibility arrangement:
 - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) if the Company and team member agree in writing — at any time.

7. Redundancy

7.1 Scope

- (a) Where the Company has made a definite decision that the job the team member has been doing is no longer to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment:
 - (i) The Company will hold discussions with the team members directly affected.
 - (ii) The discussions will take place as soon as it is practicable after the Company has made a definite decision which will invoke the provisions of paragraph (i) hereof, and shall cover inter alia, the reasons for the proposed terminations, measures to avoid or minimize the terminations and measures to mitigate the adverse effects of any terminations of the team members concerned.
 - (iii) For the purpose of the discussion the Company will, as soon as practicable, provide in writing to the team members concerned all relevant information about the proposed terminations including the reasons for the proposed termination the number and categories of team members likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to its interests.
- (b) Where a business is, whether before or after the date of this Agreement, transmitted from the Company (in this clause called the 'transmitter') to another company (in this clause called the 'transmittee'), and a team member who at the time of such transmission was a team member of the transmitter business, becomes a team member of the transmittee:
 - (i) The continuity of the employment of the team member will be deemed not to have been broken by the reason of such transmission; and
 - (ii) The period of employment, which the team member has had with the transmitter or any prior transmitter, will be deemed to be service of the team member with the transmittee.
 - (iii) In this sub clause, 'business' includes trade, process, business or occupation and includes part of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.
- (c) Where a decision has been made to terminate the employment of a team member in the circumstances outlined in sub clause (a) hereof, the team member will be allowed up to 2 days time off without loss of pay.

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 will, at the request of the Company, be required to produce proof of attendance at an interview or the team member will not receive payment for the time absent.

Where a decision has been made to terminate the team members in the circumstances outlined in sub clause (a) hereof the Company will notify the appropriate employment agency thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the team members likely to be affected and the period over which the terminations are intended to be carried out.
- (d) The minimum entitlement payable to a team member whose employment is terminated on the grounds of Redundancy will be the higher amount payable by the Company under this agreement or the applicable legislative requirements for Redundancy payments.

- (e) In addition to the period of notice prescribed for ordinary termination in and subject to further order of FWC, a team member whose employment is terminated for reasons set out in sub clause (a) hereof shall be entitled to the following amount of severance pay:

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and less than 11 years	20 weeks' pay
11 years and less than 12 years	24 weeks' pay
12 years and less than 13 years	26 weeks' pay
13 years and less than 14 years	28 weeks' pay
14 years and less than 15 years	30 weeks' pay
15 years and less than 16 years	32 weeks' pay
16 years and less than 17 years	34 weeks' pay
17 years and less than 18 years	36 weeks' pay
18 years and less than 19 years	38 weeks' pay
19 years and less than 20 years	40 weeks' pay
20 years and less than 21 years	42 weeks' pay
21 years and less than 22 years	44 weeks' pay
22 years and less than 23 years	45 weeks' pay
23 years and less than 24 years	46 weeks' pay
24 years and less than 25 years	47 weeks' pay

25 years and less than 26 years	48 weeks' pay
26 years and less than 27 years	49 weeks' pay
27 years and less than 28 years	52 weeks' pay

In the above scale, "Week's Pay" means the ordinary time rate of pay for the team member concerned.

Where a team member has been offered and accepted conversion from casual employment to permanent employment under the *Fair Work Act 2009*, only continuous service from their date of conversion from casual to permanent full time or part time employment will count towards the calculation of any severance pay payable to the team member, periods of casual employment will not count towards continuous service for these team members.

- (f) The Company in a particular case, may make application to FWC to have the general severance pay prescription varied if the Company obtains suitable alternative employment for a team member.
- (g) Where the Company refers to suitable alternative employment, this generally means a role which:
 - (i) does not involve a significant change to a grade level or wage
 - (ii) the team member has the skills and experience to perform to a reasonable standard, either at the time of redeployment or with a reasonable period of training and development; and
 - (iii) is at the same location as the current role or is within a reasonable distance and travelling time from the employee's place of residence, taking into consideration their usual travel arrangements.
- (h) This clause shall not apply to team members with less than 1 years continuous service and the general obligation on the Company should be no more than to give relevant team members an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the team members of suitable alternative employment.
- (i) This clause shall not apply:
 - (i) Where employment is terminated as a consequence of misconduct on the part of the Team Member;
 - (ii) To team members engaged for a specific period of time or for a specific task or tasks; or
 - (iii) To casual team members, seasonal team members or team members engaged by the day or hour.
 - (iv) The Company, in particular redundancy cases, may make application to FWC to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.

7.2 Consultation

- 7.2.1 This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

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- 7.2.2 For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- 7.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.2.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 7.2.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 7.2.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.2.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.2.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 7.2.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

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- 7.2.10 For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- 7.2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.2.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 7.2.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.2.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.2.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.2.16 In this term:
- relevant employees** means the employees who may be affected by a change referred to in sub clause (1).

8. Miscellaneous provisions

8.1 Timekeeping

- (a) All team members are required to clock in and out on the timekeeping system to indicate start and finishing times;
- (b) All team members must clock in and out when leaving the site for any reason;
- (c) Any person found to be clocking in or out, for any other team member, this will be considered serious misconduct;
- (d) team members are not to leave their workplace for a designated break until the sounding of the timekeeping system clock hooter;
- (e) The time keeping system will be calibrated in increments of 5 minutes.

8.2 Security

- (a) All team members may have their bags and cars checked on entering or leaving the premises;
- (b) It is the responsibility of the team member to ensure that no Company property is on their person or in any article carried by them when leaving the premises;
- (c) The building, both externally and internally, is covered by CCTV (closed circuit television) security cameras, which are in operation 24 hours a day.

8.3 Confidentiality

- (a) During the course of a team member's duties with the Company all access to documents and information will be regarded by the Company as "protected information" whether it is confidential or strictly confidential.
- (b) The Company requires all team members to respect this policy to protect classified Company information and accept responsibility to observe the rules set out to safeguard such information. On termination of employment a Team Member will accept these responsibilities as being ongoing. All team members will be required to sign the Company's Confidentiality Undertaking and abide by that undertaking.
- (c) A team member's duties may involve the use of Company computer equipment and the following points are to be observed:
 - (i) A team member's password is confidential and should not be revealed to any other person.
 - (ii) Personal computers and personal computer data should not be removed from Company premises.
 - (iii) Computer time should not be used for personal projects.
 - (iv) Illegal or unauthorised software should not be used.
- (d) Nothing in this clause will be construed as prohibiting or restricting disclosure of the details of this agreement contrary to the Applicable Legislation.

8.4 Lockers

- (a) All full time and part time team members will be issued with a locker and a key to secure the lock.
- (b) Should a team member lose the key to the locker they will be required to cover the cost of the replacement locker key.
- (c) Lockers will be checked on a random basis and any person found to have Company property in their charge is liable to instant dismissal. Locker inspections will be carried

out with a member of the team members Issues Star Point present or a person of the team member's choice from their shift.

8.5 Company policies and rules

Company policies and rules will be made available for perusal at the request of team members. However, Company policies and procedures are not incorporated into this Agreement.

8.6 Articles to be supplied

- 8.6.1 Team members will be supplied protective clothing in line with the items available in the Primary Connect uniform policy. This policy may be varied from time to time and is not incorporated into the Agreement.
- 8.6.2 Team members will be required to wear Company supplied uniform items at all times, in line with the Company policy that may change from time to time and is not incorporated into this agreement, from the date the site launches the Primary Connect uniform policy.
- 8.6.3 Upon commencement all new team members will receive, 2 polo shirts or sleeveless shirts, 2 pairs of cargo shorts or pants, 1 fleece jumper, 1 cap and 1 beanie.
- 8.6.4 Team members will be entitled to four Primary Connect work polos on their individual service anniversary.
- 8.6.5 Suitable waterproof clothing and footwear will be made available to all team members required to work in the rain. This clothing, which will remain the property of the Company, will be kept in a comfortable, clean and hygienic condition by the Company.
- 8.6.6 Any uniform items damaged in the course of work, will be replaced on a fair wear and tear basis.
 - (a) A team member working in places affected by flood and/or fire shall be paid for any damage to clothing and footwear, including their own, provided it does not exceed the cost of preferred dress. The damaged clothing will then become the property of the Company.
 - (b) Should any dispute arise under this clause, settlement will be effected under the Issues Resolution section of this Agreement.

8.7 Safety Shoes

- (a) All full time and part time team members will be provided with one pair of safety shoes including any required sole inserts. Safety shoes will be replaced after one year. Casual team members after 6 months from commencement of date of employment can access the same benefits and on each year anniversary thereafter provided they remain employed by Company.
- (b) Full time and part time team members who do not utilise provided safety shoes will be entitled to a reimbursement of \$150 per financial year or they may elect to use up to \$300 every two financial years when providing the Company with a Tax Invoice/Tax Receipt. The safety shoes are only to be used for work purposes.
 - (i) Casual team members after 6 months from commencement date of employment can access the same benefits provided they remain employed by Company.
- (c) In either case the safety shoes are to be used for work purposes only and must comply with the relevant Australian Standards.
- (d) As an alternative to (a) and (b) above, team members who do not utilise provided safety shoes or reimbursement will be entitled to utilise the equivalent allowance of \$150 per financial year or \$300.00 cumulatively over two financial years towards the purchase of preferred dress articles.

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- (i) In all cases preferred dress must comply with the relevant Australian Standards.

9. Union Rights

- (a) A team member or group of team members shall have the right to be represented by the union (including by an official, organiser, or a workplace delegate) that represents their industrial interests.
- (b) 5 days of paid industrial relations leave will be granted to 3 recognised delegates per union, (non cumulative). For the purposes of this clause, 3 recognised delegates from SDA and UWU may attend courses conducted or approved by the respective Union. These courses are union approved courses.
- (c) For a Delegate to be eligible to receive payment while attending training the Union must provide:
 - (i) the Company with at least 14 days notice in writing of the training. Payment for the union training will be made at the team members base rate of pay.
 - (ii) Where training occurs in peak periods, this may be declined by the Company. However, the leave will not be unreasonably refused.
 - (iii) The Company will not be responsible for any costs incurred by Delegates in the course of attendance at such training programs.
- (d) Union delegates have entitlements as provided under the Fair Work Act 2009 (Cth).

10. Enterprise Agreement

10.1 General

- (a) The Company and the team members negotiated this Enterprise Agreement as part of an ongoing process considering improvements in productivity and efficiency within the Distribution Centre to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training, job satisfaction, positive assistance in the restructuring process and encouragement of a consultative mechanism.
- (b) The consultative processes established under the terms of this Agreement can provide the appropriate mechanism for consideration of matters relevant to this clause. team members will be encouraged to be involved in any of these discussions.
- (c) Any proposed genuine agreement reached between the Company and team members of the Distribution Centre depends on a majority of the team members affected genuinely agreeing to the changes.
- (d) The relevant representative (of team members and/or the Company) will not unreasonably withhold consent to an agreement reached between the parties.

10.2 No further claims

It is a term of this Agreement that the Company and the Union undertakes, for the duration of the Agreement, not to pursue any extra claims.

10.3 Incentive scheme

An Incentive Scheme has been put in place for the full time, part time and casual team members of the Distribution Centre.

11. Definitions

- a) **Team members** - Where used in this Agreement, means an employee of Woolworths/Company/Employer covered by this Agreement.
- b) **Junior team member** - Any team members other than a trainee under the age of 19 years.
- c) **Full time team member** - A weekly team member who is engaged to work a maximum of 152 ordinary hours in each 4 week cycle.
- d) **Part time team member** - A weekly team member who is engaged to work a roster of not less than 3 hours and not more than 10 ordinary hours on any day.
- e) **Casual team member** - A team member is defined as a casual team member where:
 - (a) the team member is offered employment on a casual basis;
 - (b) the offer is made on the basis that the company makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work; and
 - (c) the team member accepts the offer on that basis.
- f) A casual team member is engaged on an hourly basis to work not less than 4 ordinary hours and not more than 10 hours per engagement at the ordinary casual rate of pay up to a maximum of 6 times in any one week. Any new casual team member who is engaged as a Grade 1 team member for a maximum period of 6 months. This definition will not apply to seasonal casual team member with less than 12 months break between any two rostered and worked shifts.
- g) **Team Leader** - Is a team member, selected by the team, to act as a communication mechanism between the team and the Distribution Centre Leadership Team.
- h) **Probationary team member** – Any new full time and part time Team Member will be on probation for a maximum of 6 months.
- i) **Trainee** - Trainee engaged under the Training Wage and conditions.
- j) **Temporary Employment** - Refers to a period of employment for a specific period of time for a specific task or tasks.
- k) **Ordinary Rate of Pay** Means the actual ordinary rate of pay a team member receives for the ordinary hours of work performed, excluding overtime, holiday, penalty rates, fares and travelling time, allowances (where specified) in this Agreement and other extraneous payments including bonuses and over-award payments.
- l) **AM Shift** - AM Shift - means any shift which commences at or after 6am and ceases at or before 6pm daily. Ordinary hours for AM Shift may commence at or after 4.00am and cease by or including 6.00pm subject to the "Extended AM Shift" rostering provisions contained in clause 6.3(l) of the agreement.
- m) **PM Shift** - Means any shift which commences at or after 3pm and ceases at or before 12am (midnight) daily.
- n) **Night Shift** - Means any shift which commences at or after 11pm and ceases at or before 7am daily.

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- o) **Immediate family** - means a team member's;
The following are members of a team member's immediate family:
(a) a spouse, child (including adult child, adopted child, stepchild, ex-nuptial child and child in long term foster arrangements) parent, grandparent, grandchild, sibling, aunt, uncle, niece, nephew of the team member; and
(b) a child (including adult child, adopted child, stepchild or ex-nuptial child) parent, grandparent, grandchild or sibling of a spouse of the team member.
Note: Spouse includes the following:
- a former spouse of the team member;
- a de facto spouse (being a person who lives with the team member as a husband, wife or partner in a genuine domestic basis, although not legally married to the team member); and/or
- a former de facto spouse of the team member.
- p) **Woolworths/Primary Connect/Company/Employer** Means the BIG W Distribution Centre of East Street, Warwick, Qld (ABN 88 000 014 675)
- q) **Woolworths Policies** to all Woolworths team members, however they do not form part of the contract of employment between the team member and the Company. Woolworths Policies are not incorporated into this Agreement, nor do they form part of this Agreement.

12. Signature page

12.1 Signatories to the Agreement

Signed for and on behalf of **Woolworths Group Limited**



Chris Bage
Head of Supply Chain Operations
476 East Street, Warwick, Qld 4370

Who is duly authorised to sign this Agreement on behalf of Woolworths Group Limited

In the presence of:

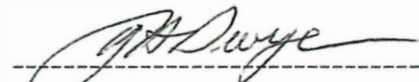


Name: Sacha Ryan

Position: WR Partner

Date: 3/4/2023

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



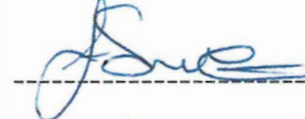
Name GERARD DWYER

Position NATIONAL SECRETARY-TREASURER

Level 6, 53 Queen Street, Melbourne 3000

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

In the presence of:



Name: Felicity Smithson

Position: Assistant Secretary

Date: 28.3.24

THE FAIR WORK COMMISSION

FWC Matter Number: AG2024/1054

Applicant: Woolworths Group Limited

Application: Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Sasha Ryan, Workplace Relations Partner, have the authority given to me by Woolworths Group Limited to give the following undertakings with respect to the Big W Warwick Distribution Centre Enterprise Agreement 2024 ("the Agreement"):

1. In respect to clause 4.2.3 (b) and 4.2.6 (a) where a team member is unable to attend work for reasons entitling them to paid personal or carers leave, team members are required to notify the Company of their absence as soon as reasonably practicable which may be after the leave has started. Where possible, team members will notify the Company at least 1 hour prior to the commencement of their scheduled start time.
2. For the purposes of 6.6 (e), where the Company withholds monies due to the team member failing to provide the required notice, the Company may withhold an amount that would have been paid with the exception of amounts owing to the team member under the NES (such as accrued but unused Annual leave, eligible Long Service Leave or redundancy payments).
3. Notwithstanding clause 4.6 (e) of the Agreement, team members who abandon their employment will be entitled to notice provisions in accordance with the NES.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: Sasha Ryan

Date: 2 May 2024

Witness name: Brandon Morgan

Witness signature: Brandon Morgan

Date: 2 May 2024