



**PRIMARY
CONNECT**

PART OF THE
WOOLWORTHS GROUP

Adelaide Regional Distribution Centre Enterprise Agreement 2022

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1. INTRODUCTION

Outline

This document is the Adelaide Regional Distribution Centre Enterprise Agreement 2022. It sets out pay, entitlements, hours of work, work roster arrangements and lets Team Members know how their hours or roster can be changed and where they can find the other basic conditions that will apply to their employment during their time at the Adelaide Regional Distribution Centre (“ARDC”).

1.1 Coverage

- a) This Agreement covers:
 - i) Woolworths (South Australia) Pty Ltd (“**Woolworths**” in this document);
 - ii) Team Members employed by Woolworths working at ARDC at 599 Main North Road, Gepps Cross, South Australia 5094; and are in the classifications described in Clause 4 of this Agreement.
 - iii) The Shop, Distributive and Allied Employees Association, South Australian Branch (“**Union**” in this document.).

- b) This Agreement will not apply to salaried management.

1.2 Agreement Operation

- a) This Agreement will commence 7 days after it is approved by the FWC. It has a nominal expiry date of **30 June 2026**.

1.3 Aims and Objectives

- a) It is the aim of the parties to this Agreement to maximise full-time job opportunities and productivity at the Distribution Centre.

- b) Woolworths is committed to providing training to Team Members with the aim of maximising job rotation at ARDC, in line with business needs.

1.4 Anti Discrimination

- a) It is the intention of the parties to this Agreement to achieve the principal object in section 3(e) of the Fair Work Act by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- b) Accordingly, in fulfilling their obligations under Clause 6, Woolworths will make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly nor indirectly discriminatory in their effects.

- c) Nothing in this clause is to be taken to affect:
 - i) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth anti-discrimination legislation;
 - ii) the payment of different wages for Team Members who have not reached a particular age;
 - iii) Team Member, Woolworths or registered organisation, pursuing matters of or relating to discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; and
 - iv) the exemptions in section 351(2) of the Fair Work Act.

1.5 No Extra Claims

- a) Woolworths, Team Members and the Union agree that there will be no extra claims during the life of this Agreement.

1.6 Posting Agreement

- a) A copy of this Agreement and the National Employment Standards (NES) will be posted by Woolworths in a place which is easily accessible to all Team Members.

2. PAY AND ALLOWANCES

2.1 Pay Rates

- a) The Base Rate of Pay for each classification is at the back of this Agreement in Appendix A. Appendix B sets out the Penalty Rates that apply for different hours. The rates of pay specified in these tables will be effective from the calendar date as specified in the table.

2.2 Allowances

2.2.1 Allowances Table

- a) Team Members who qualify will be entitled to the following allowances:

Allowance type	Current	From Start	3 July 2023	1 July 2024	7 July 2025
Extractor allowance (weekly)	\$30.48	\$31.62	\$32.70	\$33.78	\$34.86
Supervision and Trainer allowance (weekly)	\$46.64	\$48.39	\$50.03	\$51.69	\$53.34
First aid allowance (weekly)	\$30.19	\$31.32	\$32.39	\$33.46	\$34.53
First aid allowance (hourly)	\$0.85	\$0.88	\$0.91	\$0.94	\$0.97
Meal allowance (overtime)	\$19.60	\$20.34	\$21.03	\$21.72	\$22.42
Motor vehicle allowance (per kilometre)	\$1.18	\$1.22	\$1.27	\$1.31	\$1.35
Freezing Chamber (Hourly)	\$1.41	\$1.46	\$1.51	\$1.56	\$1.61

2.2.2 Weekly Allowances

- a) Where Team Members are entitled to an allowance for a period of less than a full week, the weekly allowance will be divided by 36 to determine an hourly allowance value and applied based on hours worked.

2.2.3 Freezer Allowance

- a) When Team Members are required to work in a cold temperature chamber, where the temperature is reduced by artificial means at minus 9.4 degrees Celsius on duties normally performed in such place or places, they will be paid an additional allowance for each hour or part thereof in which they work as detailed in the allowance table set out in 2.2.1.
- b) Where Team Members are required to work for more than 2 hours, they will be entitled to a rest period of 20 minutes every 2 hours without loss of pay.

2.2.4 First Aid Allowance

- a) Where Team Members are required by Woolworths to hold a first-aid qualification from St. John Ambulance or similar body and are appointed by Woolworths to perform first-aid duty, they will be paid a weekly allowance as detailed in the allowance table set out in 2.2.1.
- b) If Team Members are engaged to act as the First Aid Attendant for a period of less than 36 hours in any 1 week, they will be paid an amount for each Shift (calculated on Shift hours) as detailed in the allowance table set out in 2.2.1.

2.2.5 Meal Allowance during Overtime

- a) If Team Members are required to work overtime for 2 hours or more at the end of a Shift and are provided with less than 24 hours notice they will be paid a meal allowance for each Shift (calculated on Shift hours) as detailed in the allowance table set out in 2.2.1.

2.2.6 Travelling Allowance

- a) When Team Members are required to work at a location other than ARDC, they will be reimbursed reasonable fares incurred in respect of that travel or Woolworths will provide transport free of charge.
- b) If Team Members are required by Woolworths to use their own motor vehicle they will be paid an allowance per kilometer traveled as detailed in the allowance table set out in 2.2.1.

2.2.7 Extractor Allowance

- a) If Team Members are in receipt of the Grade 4 Base Rate of Pay and are required by Woolworths to perform extraction duties, they will be paid an additional extractor allowance as outlined in the allowance table set out in 2.2.1.

2.2.8 Supervision and Trainer Allowance

- a) If a Team Member is required by Woolworths to:
 - i) set out work for,
 - ii) ensure work is carried out by, or
 - iii) train

another Team Member, the Team Member required to carry out those functions will be paid the Grade 4 rate of pay plus an additional allowance as detailed in the allowances table set out in 2.2.1.

2.3 Pay Frequency and Payslips

2.3.1 Team Members' Pay

- a) Team Members will be paid on a weekly basis, starting on Monday and finishing on Sunday. Team Members will be paid their Base Rate of Pay and any Penalty Rates, overtime or allowances, less applicable tax, by direct deposit into one nominated bank account by the following Wednesday of each week. Where a public holiday falls on a Monday or Tuesday, wages will be paid no later than Thursday.

2.3.2 Pay and Payslips

- a) Woolworths will supply Team Members with a pay slip with each pay which, where practicable, shows the calculation of gross earnings, deductions in detail and amount of net pay.
- b) Woolworths may deduct payment for any day on which a Team Member cannot be usefully employed because of any:
 - i) strike,
 - ii) break down of machinery, or
 - iii) any unavoidable stoppage of work.

2.4 Superannuation

2.4.1 Superannuation Contributions

- a) Woolworths will make Superannuation contributions on each Team Member's behalf in line with the Superannuation Guarantee Contribution rate. This rate is currently 10.5% of the amount paid for Ordinary Hours. Such contributions will be sent to each Team Member's fund on a monthly basis.

2.4.2 Superannuation Fund

- a) Woolworths will make Superannuation contributions in accordance with the relevant legislation on behalf of Team Members to the fund of their choice.
- b) New Team Members will have contributions made to their individual "stapled" fund (in line with the "Your Future, Your Super" regulations).
- c) Where the Team Member does not have a "stapled" fund and does not exercise choice of fund, contributions will be made to the default fund. The default fund is Retail Employees Superannuation Trust (REST).
- d) Team Members can change their nominated superannuation fund at any time by giving Woolworths notice in writing.

2.4.3 Individual Contributions to Superannuation

- a) Team Members can make voluntary Superannuation contributions in accordance with the law and Woolworths' procedures through Woolworths' online payroll system. If Team Members choose to do so, some of their regular pay will be paid into their Superannuation fund instead of being paid to them that week.
- b) These additional voluntary contributions can be made pre or post tax.
- c) Any additional contribution must be in satisfaction of Woolworths' 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 of Woolworths paying additional superannuation contributions on a pre-tax basis under this sub-clause.

3 ROSTERING, HOURS AND OVERTIME

3.1 Employment Arrangements

- a) When a Team Member starts working, Woolworths will inform each Team Member:
 - i) whether they are employed on a full-time, part-time or casual basis;
 - ii) what their classification is;
 - iii) for Permanent Team Members, what their standard roster is; and
 - iv) their Base Rate of Pay.
- b) The location at which Team Members are to commence each Day's work, and recommence after breaks, will be advised to Team Members from time to time.

3.1.1 Standard Rosters for Full-time and Part-time Team Members

- a) At the start of a Team Member's employment, full-time and part-time Team Members will be given an agreed standard roster which will specify:
 - i) the number of Ordinary Hours to be worked each fortnight (the Team Member's Contract Hours);
 - ii) the days of the week that the work is to be performed; and
 - iii) the starting and finishing times of work for each day of the week on which work is to be performed.

3.1.2 Full-time

- a) A standard roster for a full-time Team Member must comply with the following principles:
 - i) the Ordinary Hours of work shall be 72 hours (average of 36 hours per week) to be worked over a maximum of 9 days in every 2 week period; or
 - ii) by mutual agreement, the 36 hours for a full-time Team Member may be worked over 4 days of 9 hours each.

3.1.3 Part-time

- a) A standard roster for a part-time Team Member must meet the following principles:
 - i) the minimum number of Ordinary Hours per fortnight is 24 hours;
 - ii) the maximum number of Ordinary Hours per fortnight is 70 hours;
 - iii) the minimum number of hours per Shift is 4 hours;
 - iv) the maximum number of ordinary time starts per week is 6 and per fortnight is 10;
 - v) the maximum number of Ordinary Hours on any Shift is 8 hours;
 - vi) the maximum number of Ordinary Hours in any week is 45 hours; and
 - vii) where the Team Member is rostered to perform 6 starts in one week and 4 in the next, they must receive two consecutive days off during the fortnight unless otherwise agreed.
- b) A part-time Team Member may agree with a minimum of seven days' notice to work temporarily as a full-time Team Member. Such agreement shall be in writing and shall specify the duration of the arrangement.

3.1.4 Part-time Flex-up – Additional Hours

- a) In addition to working their Contract Hours as per their standard roster, a part-time Team Member can be offered additional hours based on the operational needs of Woolworths (Additional Hours). Additional Hours may change with operational needs and are not guaranteed to be offered. The Team Member may accept the Additional Hours on the terms below, or the Team Member can decline the Additional Hours.
- b) Additional Hours are offered on a voluntary basis in addition to the Team Member's existing standard roster, but must comply with all roster conditions contained in 3.1.3. The Team Member needs to provide their consent to the Additional Hours in writing before the Additional Hours are worked.

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- c) A part-time Team Member can choose to provide standing consent and their personal availability (in writing) in order to work Additional Hours, provided such standing consent may be varied or revoked by the Team Member at any time. Such a variation or revocation must be made in writing and may be made by electronic means including by email or via an app. A record of the agreement and any variations to it (including by way of standing consent) will be retained by Woolworths and provided to the Team Member on request. This may be provided by electronic means.
 - d) Additional Hours will be paid at the Team Member's Base Rate of Pay (including any applicable Penalty Rates or loadings applicable to the hours worked) and treated as Ordinary Hours (as long as the Additional Hours are consistent with Clause 3.1.3) for all other purposes of this Agreement, including the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
 - e) In the event a part-time Team Member cannot work any Additional Hours agreed in advance (i.e. excluding Additional Hours agreed on the same day) due to illness or injury, the Team Member is entitled to access personal leave equal to the agreed Additional Hours in accordance with clause 5.2. The Team Member is required to comply with the notice and evidence requirements as set out in 5.2.2.

3.1.5 Increase in Contract Hours or Conversion to Full-time Employment

- a) In August each year, Woolworths will review the Additional Hours worked by part-time Team Members over the previous period of 1 August to 31 July (52 weeks). Where a part-time Team Member has had at least 12 months service as a part-time Team Member, and has worked additional hours in the previous 52 weeks (excluding any hours worked as part of a fixed-term contract arrangement under Clause 3.1.9), Woolworths will offer to increase the Team Member's Contract Hours to at least equal to the average number of hours worked over the previous 52 weeks.
- b) Should the Team Member agree, Woolworths will then increase the Team Member's Contract Hours and adjust the Team Member's standard roster to add the new hours at times and days in line with the Team Member's existing availability, subject to the operational needs of Woolworths.
- c) Should the Team Member decline Woolworths offer to increase their Contract Hours, the Team Member will not be eligible for further review to increase their hours until the following August.
- d) In exceptional circumstances that have given rise to a period where Woolworths does not have Additional Hours to roster (including a renovation or refurbishment, a natural disaster or the entry of new competition), Woolworths can delay the implementation of an increase to a Team Member's Contract Hours by up to three months.
- e) If, on reviewing a Team Member's average weekly hours in accordance with this provision, a part-time Team Member has an average of 34 hours of work each week or more (over the previous 52 weeks), then the Team Member will be offered conversion to full-time employment under the provisions of this Agreement.

3.1.6 Casual

- a) A casual Team Member is a Team Member who has been engaged on a casual basis, is not guaranteed any minimum number of Ordinary Hours in any week, and is engaged and paid by the hour. Nothing in this clause prevents Woolworths and the Team Member arranging for a future time or times when the Team Member is to work.
- b) A casual Team Member will work as per the following:
 - i) a minimum engagement of 4 hours on any one day;
 - ii) a maximum of 10 starts in ordinary time per fortnight;
 - iii) a maximum of 8 hours per day or Shift;
 - iv) a maximum of 72 hours per fortnight.

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- c) Casual Team Members will be paid the Base Rate of Pay plus a casual loading of 20% for all hours worked. This 20% loading is instead of paid leave, redundancy benefits and other entitlements of a full-time or part-time Team Member (with the exception of paid long service leave). A casual team member is not entitled to be paid a penalty on a penalty, and the rates set out in the Penalty Rates table in Appendix B are inclusive of the 20% casual loading.
 - d) Casual Team Members who have worked regular and systematic hours for a period of one year will be entitled to make themselves unavailable to work for a period of up to six weeks subject to the operational requirements of Woolworths

3.1.7 Casual Conversion

- a) Casual Team Members who have worked regular and systematic hours for a period of six months will be offered a part-time contract and standard roster in line with their existing availability, unless otherwise agreed. Nothing in the clause will seek to prevent casual Team Members from applying for any other advertised positions at the ARDC.
- b) Casual Team Members not converted to permanent employment in accordance with 3.1.7 (a) will have the right to be offered and request conversion from casual employment to permanent (full-time or part-time) employment in accordance with Part 2-2, Division 4A of the Fair Work Act.

3.1.8 Agency Labour

- a) Agency Labour will be assessed for possible transfer to employment with Woolworths after 12 months service, with a maximum of two further quarterly reviews. Agency Labour who are not offered a position with Woolworths within 18 months of commencement will be replaced.

3.1.9 Fixed Term Team Member

- a) A Fixed Term Team Member is a Team Member engaged for a specific task or tasks and/or for a specific period of time, Fixed term Team Members will be engaged for a minimum of 1 week and a maximum of 13 weeks in any 1 year period in cases of personal leave, annual leave, long service leave, workers' compensation or during peak trading periods. However, Fixed Term employment may occur for a maximum of 104 weeks in the case of parental leave.
- b) An offer of fixed term employment may be made to a current Team Member or a new Team Member engaged for this purpose.
- c) Woolworths may engage Fixed Term Team Members as either full-time or part-time. A Fixed Term Team Member will receive all the benefits that apply to a Team Member and will be paid a proportionate annual leave entitlement at the time of termination. If an existing Team Member varies their employment contract to a fixed term employment contract, the Team Member, at the conclusion of the fixed term period, revert to a position of employment, which is no less advantageous than that which existed immediately prior to the fixed term employment.
- d) A Fixed Term Team Member will receive all the benefits that apply to a Permanent Team Member and will be paid a proportionate annual leave entitlement at the time of termination.
- e) Prior to commencement of a period of fixed term employment, the Team Member will be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the fixed term of employment in the form of a roster.
- f) It will be voluntary for an existing Team Member to accept fixed term full-time or part-time employment.
- g) A Team Member who accepts a change to fixed term employment will not be disadvantaged with respect to their terms and conditions of employment.
- h) If a Team Member engaged in under this clause is already employed within Woolworths, any fixed term employment will be continuous for all purposes of this Agreement, including length of service.

3.1.10 Exempt Team Member

- a) An Exempt Team Member is a Team Member engaged on temporary managerial relief. This clause will not apply to Team Members covered under any of the classifications specified in this Agreement.
- b) An Exempt Team Member will be paid 'the exemption rate'. The exemption rate is a weekly wage equal to 125% of the weekly rate prescribed in this Agreement for a Grade 2 storeperson/Team Member, exclusive of all allowances or loadings. In addition:
 - i) Team Members that are required to work an Afternoon or Night Shift will be paid the appropriate Shift loading as detailed in Appendix B.
 - ii) Team Members that are required to work on weekends will be paid the appropriate weekend loading as detailed in Appendix B.
- c) Team Members will assume the exemption rate on a voluntary basis only.
- d) Exempt Team Members being paid the exemption rate will work a maximum of 40 hours per week without payment of overtime loading.
- e) This Agreement, with the exception of Clauses 7.2 (Redundancy), 2.4 (Superannuation), 5 (Time off work & Leave), and Appendix B will not apply to Team Members receiving the exemption rate.

3.1.11 Shift Structure

- a) At the commencement of permanent employment, Woolworths and each Permanent Team Member will agree in writing on whether the Team Member will work Day Shift; Afternoon Shift; or Night Shift. Woolworths and the Team Member may agree to change to an alternative shift by mutual agreement and recorded in writing (unless agreed in accordance with 3.1.4c) . Such a change may be permanent or temporary.
- b) The **Day Shift** span of Ordinary Hours is from 5:00am to 7:00pm.
 - i) For Day Shift Team Members, work in Ordinary Hours between 6:00pm and 7:00pm will be voluntary.
 - ii) Monday to Friday Day Shift is paid at 100% of the Base Rate of Pay.
- c) The **Afternoon Shift** span of Ordinary Hours is from Midday to 1:00am the following day.
 - i) Monday to Friday Afternoon Shift is paid at 117.5% of the Base Rate of Pay.
- d) The **Night Shift** span of Ordinary Hours is from 8:30pm to 9:00am the following day.
 - i) Monday to Saturday Night Shift is paid at 130% of the Base Rate of Pay.
 - ii) The Shift worked will be deemed to be worked on the day on which the majority of hours are worked. In the case of an equal number of hours being worked on both days, the Shift will be deemed to be worked on the day on which it ceases.
- e) Work outside the span of hours is paid at the overtime rate.
- f) Where a part-time Team Member accepts Additional Hours (in accordance with Clause 3.1.4) for a Shift that they are not contracted to (Clause 3.1.11a), they will be paid at the relevant Shift loading that applies to the Additional Hours they have elected to accept.
- g) Casual Team Members are not contracted to a specific Shift and are instead paid the relevant penalties and loadings for hours worked in accordance with Appendix B.

3.2 Roster Changes

3.2.1 Notice Period for Roster Changes

- a) Woolworths will provide full-time and part-time Team Members with at least seven days notice of a change to this roster in writing or less than seven days notice by mutual agreement.

3.2.2 Change to Regular Roster or Ordinary Working Hours

- a) This clause applies if Woolworths proposes to introduce a change to the regular roster or Ordinary Hours of work of Team Member/s, including casuals with regular working hours.
 - i) Woolworths must notify the relevant Team Member/s of the proposed change.
 - ii) As soon as practicable after proposing to introduce the change, Woolworths must:
 - 1) discuss with the Team Member/s the planned introduction of the change; and provide to the Team Member/s with:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what Woolworths reasonably believes will be the effects of the change on the Team Members; and
 - 2) information about any other matters that Woolworths reasonably believes are likely to affect the Team Members.
 - 3) Provide the Team Member/s the opportunity to provide their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
 - 4) Woolworths will give prompt and genuine consideration to matters raised about the change by the Team Member/s.
- b) Team Member/s may appoint a Union Delegate or another representative for the purposes of clause. Where they do so and provide that information to Woolworths, Woolworth will recognise that representative.
- c) Woolworths is not required to disclose confidential or commercially sensitive information to the Team Member/s.

3.2.3 Roster Changes by Mutual Agreement

- a) Notwithstanding the above provisions, start and finish times and rostering arrangements may be altered by agreement between any Team Member and Woolworths to meet the requirements of Woolworths business.

3.2.4 Procedure for Transfer to Monday to Friday Day Shift

- a) When a permanent transfer becomes available on Day Shift, it will be offered to Team Members on the basis of length of service.
- b) Woolworths will maintain a record of Team Members who are rostered to work Saturdays and/or Afternoon Shift which includes each Team Members' commencement date with Woolworths. The record will be made available to the Union and Union Delegates at the Joint Consultative Committee Meeting once any permanent Day Shift position becomes available.
- c) This clause does not apply where a licensed operator position is vacated and Woolworths is required to fill that position with a licensed operator. Where this occurs, a period of at least four weeks will be required in order to obtain and train a suitable replacement.
- d) Where a permanent Day Shift position becomes available, Woolworths intends to fill the position on a like for like basis, however Woolworths reserves the right:
 - i) to offer the position based on work performance indicators
 - ii) to vary the hours and/or the category of the position available
 - iii) to determine whether there is a need for a replacement.

3.3 Rostered Day Off (RDO)

- a) A full-time Team Member, who works 9, 8-hour days as ordinary time hours in a two week cycle, will be entitled to a rostered day off (RDO).
 - i) RDO's are to be rostered over 5 days (Monday to Friday) for Team Members.
 - ii) RDO's form part of the work roster.
 - iii) RDO's may be fixed or rotational throughout the week.
- b) A Team Member who regularly works Saturdays, may, by mutual agreement, move an ordinarily Monday to Friday rostered RDO to a Saturday on a maximum of three occasions per calendar year:
 - i) the applicable Saturday loading will not be paid where an RDO is substituted to a Saturday.
 - ii) RDO's cannot be taken retrospectively on a Saturday.
- c) Team Member's will have the ability to bank any of their RDO's that fall between 1 November and 31 December, provided that:
 - i) those Banked RDOs are taken between 1 May and 30 September the following year, at a time of mutual agreement between Woolworths and the Team Member.
 - ii) Woolworths will not direct Team Member's to bank their RDOs which fall between 1 November and 31 December under this provision.
- d) Team Members will not be required to work on their RDO unless there is mutual agreement to do so. Where a Team Member works on an RDO, the following will apply:
 - i) by mutual agreement, the RDO may be changed or substituted to another day; or
 - ii) all time worked on the RDO will be deemed to be overtime and paid at the relevant overtime rates.
 - iii) if a Team Member works on their RDO, they will be entitled to a minimum engagement of 4 hours. Meal allowances will not be paid.
- e) All allowances prescribed by this Agreement and paid for as part of the weekly rate of pay will be included in payment for the RDO.
- f) Where a full-time Team Member's employment ends during any two week working cycle before their RDO, the hours accumulated towards the RDO will be paid at the Base Rate of Pay (overtime rates will not apply).

3.4 Weekend Work

- a) Permanent Team Members that have had three years' continuous service as a Permanent Team Member and are normally rostered to work each Saturday will, at the conclusion of the three year period, be offered a new roster to work one in two Saturdays after the three year period.
 - i) The one in two Saturdays may occur over each fortnight or such longer period as Woolworths and the Team Member agree.
- b) Woolworths' aim over time is to ensure that no Team Members are required to work every Saturday in ordinary time.
- c) Woolworths may roster Team Members to work on Sundays but Sunday work will be voluntary.

3.5 Overtime

3.5.1 Reasonable Overtime

- a) Woolworths can require a Team Member to work reasonable overtime at overtime rates in accordance with this clause.

- b) A Team Member can refuse to work overtime where working overtime would be unreasonable having regard to:
 - i) the Team Member's health and safety; and
 - ii) the Team Member's personal circumstances including any family responsibilities.
- c) If required to work overtime, Team Members will be entitled to all rest breaks and unpaid meal breaks prescribed in this Agreement.

3.5.2 Overtime Rates

Overtime	Full-Time and Part-Time Team Members	Casual Team Members (Casual rates are inclusive of applicable Casual Loading (20%))
First 2 hours	Base Rate of Pay + 50%	Base Rate of Pay + 70%
After 2 hours	Base Rate of Pay + 100%	Base Rate of Pay + 120%
Sunday Overtime	Base Rate of Pay + 100%	Base Rate of Pay + 120%

- a) Overtime will apply for all time worked in excess of the Ordinary Hours as defined in:
 - i) 3.1.2 for full-time Team Members;
 - ii) 3.1.3 for part-time Team Members;
 - iii) 3.1.6 for casual Team Members; and
 - iv) outside the span of hours for full-time and part-time Team Members on day and afternoon Shift and all Team Members on Night Shift.
- b) In calculating overtime each day will stand alone.
- c) Where a Team Member is working overtime on a Sunday, there is a minimum payment of 3 hours, except where the overtime is in conjunction with an ordinary time period of work in the Produce Distribution Centre.
- d) Overtime for Afternoon and Night Shift Team Members will be calculated on the Team Member's Base Rate of Pay and is exclusive of any applicable Shift loading.
- e) Team Members voluntarily involved in workplace meetings will, by mutual agreement, be able to vary their individual Shift starting and/or finishing times to allow the meetings to occur in ordinary time hours.

3.5.3 Time Off In Lieu (TOIL)

- a) Team Members may elect, with Woolworths agreement, to have time off in lieu of overtime (TOIL). TOIL will be provided at the overtime rate equivalent as stipulated in 3.5.2.
- b) Team Members may accrue up to a maximum of 72 hours of TOIL at any time unless otherwise agreed.
- c) TOIL will be taken at a mutually agreed time and the Team Member must provide at least two weeks' notice of their intention to take TOIL and Woolworths will respond within seven days of receiving the request.
- d) TOIL when taken will be paid at the base rate of the pay.
- e) Woolworths will, if requested by the Team Member, make payment at the overtime rate provided for under Clause 3.5.2 for any overtime worked that has been Banked as TOIL.
- f) Where TOIL has not been taken, it will be paid out to the Team Member at the overtime rate as stipulated in 3.5.2 in the final pay of June each year.

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- g) For the avoidance of doubt, public holiday provisions that are Banked in accordance with 3.7.4 will be subject to the provisions as set out in a) to f).

3.6 Make Up Time

- a) Make up time occurs when a Team Member takes time off during Ordinary Hours, and works those hours at a later time, during the spread of Ordinary Hours provided in the Agreement.
- b) When a Team Member is absent from work for any reason for which leave is not prescribed under this Agreement, they will, with Woolworths consent, be able to 'make up' such time by working an equivalent number of hours up to one full day in addition to their normal rostered hours within a single pay period.
- c) Team Members will be paid at the ordinary wage rate for the additional hours as they are deemed to be Ordinary Hours. Team Members will be entitled to maintain any loadings and allowances payable on the original rostered day, not the Shift or day that make-up time is performed.
- d) Team Members may elect, with Woolworths consent, to work 'make up time' for the purpose of providing care to their Immediate Family, who is ill.

3.7 Public Holidays

Outline

To meet our customer and retail partner needs, full-time, part-time and casual Team Members may be requested to work on public holidays.

3.7.1 Time off for Public Holidays Team Members

- a) Public holidays are provided for in the NES.
- b) Work on public holidays is voluntary for all Team Members.
- c) Christmas Eve and New Year's Eve part day public holidays apply from 7:00pm onwards; the entitlements in 3.7.4(a) apply on a pro rata basis.

3.7.2 Public Holidays Substitutions

- a) When Christmas Day is a Saturday (and it is not a public holiday), a holiday in lieu thereof will be observed on 27 December (the substitute day).
- b) When the 26 December is a Saturday (and it is not a public holiday), a holiday in lieu thereof will be observed on 28 December (the substitute day).
- c) When New Year's Day or Australia Day is a Saturday (and it is not a public holiday), a holiday in lieu thereof will be observed on the next Monday (the substitute day).
- d) Where a full-time Team Member normally works on Saturdays (in ordinary time) and a public holiday falls on a Saturday which is subject to this clause the Team Member will either:
 - i) have the Saturday off, paid at the Base Rate of Pay with any applicable loadings, with no additional entitlement to the substitute day; or
 - ii) if required to work on the Saturday, be paid the normal Saturday rate and be entitled to the substitute day, or
 - iii) if the substitute day falls on the Team Members normal "day off", be entitled to an alternative day off (as per the pay rates table below).
 - iii) if required to work on both the Saturday and the substitute day, be paid the normal Saturday rate for work on the day and in recognition of the work performed on the substitute day receive either:
 - 1) an alternative "day off"; or
 - 2) payment at public holiday rates for the day's work.

- e) Where a part-time Team Member normally works on Saturdays (in ordinary time) and a public holiday falls on Saturday which subject to this clause the Team Member will either:
 - i) have the Saturday off paid at the Base Rate of Pay with any applicable loadings, with no additional entitlement to the substitute day; or
 - ii) if required to work on the Saturday, be paid at the normal Saturday rate and be entitled to take another day, which may or may not be the prescribed substitute day, as a holiday, or receive payment at ordinary time rates for an additional day of equal length.

Where any of the above provisions are applied, and the Team Member works on the substitute day, then the Team Member is paid at the Base Rate of Pay plus any applicable loadings for the prescribed substitute day.

- d) Casual Team Members engaged on the Saturday subject to this clause will be paid at applicable Saturday rate of pay.
- e) When Christmas Day falls on a Saturday (and it is not a public holiday), work on that day shall be voluntary and Permanent Team Members who work on that day will receive the Base Rate of Pay plus the Saturday loading as well as an additional loading of 50% (of the Base Rate of Pay) and be entitled to the benefit of the substitute day.

3.7.3 Minimum Engagement on Public Holidays

- a) When a Team Member is required to work on a public holiday, they will be paid for a minimum engagement of:
 - i) Permanent Team Members: 3 hours
 - ii) Casual Team Members: 4 hours

3.7.4 Public Holidays Entitlements

- a) The below table outlines the public holidays entitlements for Team Members:

Team Member Status and Roster	Penalty Rates and other Entitlements:
Permanent Team Members who have volunteered to work:	a) 250% payment for all hours worked
Permanent Team Members normally rostered who have elected not to work on a public holiday:	a) The day off paid at the Base Rate of Pay plus any applicable loadings
Full-time Team Members whose rostered day off (RDO) falls on public holidays and who have volunteered to work:	a) 250% payment for all hours worked, and choice of <ul style="list-style-type: none"> i) An additional day's wages (<i>exclusive of any allowances and loadings</i>); or ii) A day off in lieu Banked as TOIL and subject to TOIL provisions in 3.5.3
Full-time Team Members whose rostered day off (RDO) falls on a public holiday who have elected not to work:	a) An additional day's wages (<i>exclusive of any allowances and loadings</i>); or b) A day off in lieu Banked as TOIL and subject to TOIL provisions in 3.5.3

<p>Full-time and Part-time Team Members on a non-rostered working day who have elected not to work have the following options (<i>excluding</i> Easter Saturday):</p> <p><i>For PPT Team Members on a 4 day or 5 day week only</i></p> <p><i>Note: non-rostered working provisions will only apply for Public Holidays that fall on a Sunday if a Team Member works Ordinary Hours on a Sunday.</i></p>	<p>a) An additional day's wages (<i>exclusive of any allowances and loadings</i>); or</p> <p>b) A day off in lieu Banked as TOIL and subject to TOIL provisions in 3.5.3</p>
<p>Casual Team Members who work on a public holiday:</p>	<p>a) 270% payment (<i>250% plus the 20% casual loading</i>)</p>
<p>Casual Team Members who do not work on a public holiday:</p>	<p>a) No payment</p>

4 THE DAY TO DAY

4.1 Classifications

4.1.1 Grade 1 Storeperson/Team Member

Points of Entry	A Grade 1 Storeperson/Team Member is a Team Member in their first 18 months of employment. Grade 1 Team Members progress in pay as follows:	
Grade	Time Spent on Grade	% of Grade 2 Pay Rate
Entry Level	First 6 months	70% of the Grade 2 rate
Grade 1 A	6 to 12 months service	80% of the Grade 2 rate
Grade 1 B	12 to 18 months service	90% of the Grade 2 rate
Training and duties		
<p><i>Any of the following as required by Woolworths:</i></p> <ul style="list-style-type: none"> a) Complete Induction and Training program b) Train and become proficient in any of the following: order selection, container unloading, cleaning and recycling, fixture filling, stock transportation, consolidation as required by Woolworths needs c) Understand stock take procedures d) Breakdown and restacking of stock on pallets e) Other duties that may be required to become proficient in the performance of receipt, packing, despatch and cleaning f) Understand distribution and service requirements 		

4.1.2 Grade 2 Storeperson/Team Member

Points of Entry	Successful completion of 18 months on Grade 1, as well as the Grade 1 training and duties.	
Skills	Duties	
<ul style="list-style-type: none"> a) Perform the following duties or any combination of duties with limited supervision. b) Have the ability to use technology to perform given duties. c) Utilise computers and systems to perform basic administrative functions including but not limited to load closing. 	<p><i>Any of the following where competent and as required by Woolworths:</i></p> <ul style="list-style-type: none"> a) Perform order selection b) Complete container unloading c) Perform cleaning and recycling d) Perform stocktake procedures and duties e) Perform fixture filling without the use of RF equipment f) Perform transporting of stock (hauling) g) Consolidation h) Despatch loading (non forklift) i) Breakdown and restacking of stock on pallets j) Shorts runner k) Administration (clerk duties) l) Periodic forklift driving (if licensed/mixed functions applies) m) Training for Grade 3 duties n) Any other duties not listed in grades 3 or 4 	

4.1.3 Grade 3 Storeperson/Team Member

Points of Entry	Satisfactory performance of Grade 2 duties.	
Skills	Duties	
<ul style="list-style-type: none"> a) Perform the following duties or any combination of duties with limited supervision. b) Hold the appropriate licences if required for the position. c) Have the ability to use technology to perform given duties 	<p><i>Any of the following where competent and as required by Woolworths:</i></p> <ul style="list-style-type: none"> a) Operate MHE that requires an appropriate licence in all areas as requested b) Replenishment using MHE including use of RF units c) Grade 2 duties as directed, if the storeperson/Team Member is competent d) Training for Grade 4 duties 	

4.1.4 Grade 4 Storeperson/Team Member

Points of Entry	Satisfactory performance of: <ul style="list-style-type: none"> • Grade 2 or 3 duties as required • lower graded duties as required for supervisory stream • lower graded duties as required for extractions 	
Skills	Duties	
<ul style="list-style-type: none"> a) Perform the following duties or any combination of duties with minimum supervision b) <i>For Supervisory stream:</i> <ul style="list-style-type: none"> i) Perform given duties or any combination of duties without supervision ii) Excellent communication skills iii) Assist in the management of assigned work areas to Woolworths expectations iv) A thorough knowledge of Distribution Centre systems and procedures v) Set out work for other Team Members or ensure that work is carried out or train another Team Member c) <i>For Extractors:</i> <ul style="list-style-type: none"> i) Perform given duties or any combination of duties with minimal supervision ii) Demonstrated skills utilising multiple and integrated Woolworths systems at a complex level for the purpose of generating assignments For WQA Compliance activities: iii) Perform given duties or any combination of duties with minimal supervision iv) A thorough knowledge of Distribution Centre systems and procedures v) Undertake HACCP accreditation vi) Ability to identify non compliance and identify correctives actions to be taken 	<p><i>Any of the following where competent and as required by Woolworths:</i></p> <ul style="list-style-type: none"> a) Receipt checking of stock including signing of invoices b) Auditing and checking of completed or part-completed orders, where such auditing or checking is solely for the purpose of maintaining accuracy c) Making inventory adjustments d) Extractor e) VQC Gatehouse f) Woolworths Quality Assurance (WQA) specialised compliance activities g) Grade 2 or 3 duties as directed if the storeperson/Team Member is competent h) <i>Supervisory stream:</i> Supervising a group of Team Members while reporting to the Leader of the section, including stock adjustments or training other Team Members 	

4.1.5 Higher Duties

- a) If during any part of a day, a Team Member works at a higher grade for a minimum of 3 hours, they will be paid at the higher rate for the whole day.
- b) If a Team Member is employed for at least 75% of their hours over a six month period of work for which the rate of pay prescribed herein is higher than their Base Rate of Pay, they will be placed permanently on that grade. Any period of time that work is performed as a Fixed Term Team Member for parental leave purposes will not be counted.
- c) If Woolworths directs a Team Member to perform duties at a lower pay grade, they will keep their existing rate.

4.2 Meal and Rest Breaks

- a) Team Members will be entitled to meal breaks and rest breaks as outlined in the table below:

Hours worked (per Shift)	Meal break	Rest Break (including walk time)
4 hours or less	Nil	Nil
> 4 up to 5 hours	Nil	1 x 20 minutes
> 5 up to 6 hours	1 x 30, 45 or 60 minutes by mutual agreement	1 x 20 minutes
> 6 to less than 9 hours	1 x 30, 45 or 60 minutes by mutual agreement	1 x 20 minutes
9 or more hours	1 x 30, 45 or 60 minutes by mutual agreement	1 x 20 minutes + 1 x additional 15 minute <i>optional</i> unpaid rest break

- b) Meal breaks are unpaid and are exclusive of the agreed walking time (maximum of 2 minutes).
- c) If a Team Member works in excess of 5 hours but less than or equal to 6 hours they will have the option to forgo their meal break.
- d) The first rest break will be paid time. The second optional rest break will be unpaid and the additional 15 minutes worked at the conclusion of their Shift to maintain rostered hours.
- e) All rest breaks are inclusive of the agreed walking time.
- f) Team Members that start earlier, will receive earlier breaks than those who start later.
- g) Meal breaks and rest breaks will not be taken within 1 hour of the start or end of Shift nor within 1 hour of each other.
- h) Rest breaks may be taken either before or after the meal break.
- i) If a Team Member is required to work two hours or more of overtime, they will be entitled to an additional 10 minute paid break.

5. TIME OFF WORK & LEAVE

Outline

Team Members will have a number of different entitlements to leave available to them. These include annual leave, public holidays, parental leave, personal/ carer's leave and other types of absence from work.

5.1 Annual Leave

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

Employment Status	Annual Leave Entitlement
Full-time Team Members	4 weeks of annual leave for each year of continuous service
Part-time Team Members	4 weeks of annual leave for each year of continuous service calculated on a pro-rata basis based on their Ordinary Hours of work. <i>For example, a part-time Team Member who works 30 hours per week for 1 year will accumulate 120 hours of annual leave that year – the equivalent of 4 weeks work for that Team Member.</i>
Casual Team Members	Casual Team Members receive a 20% casual loading in lieu of paid annual leave entitlements.

- b) Any Permanent Team Member engaged to work Ordinary Hours on a rotating Shift basis will be entitled to 1 week annual leave in addition to the entitlements detailed in 5.1a).
- for the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Fair Work Act, a **Shift worker** is a 7 day Shift worker who is regularly rostered to work on Sundays and public holidays; and
 - where a Team Member with 12 months continuous service is engaged for part of the 12 month period as a 7 day Shift worker, that Team Member will have their annual leave increased by half a day for each month the Team Member is continuously engaged as a 7 day Shift worker.

5.1.1 Applying to Take Annual Leave

- Annual leave will be taken at a time mutually agreed by the Team Member and Woolworths.
- Annual leave requests should wherever possible be submitted a minimum of two weeks in advance of the requested dates, Woolworths will respond to annual leave requests within a period of one week.
- Leave debits will be equivalent to the Ordinary Hours the Team Member would have worked had they not been on paid leave. Annual leave will be paid and debited based on hours actually taken.

5.1.2 Annual Leave Loading and Annual Leave in Advance

- Team Members will receive an additional loading of 17.5% on their Base Rate of Pay (Annual Leave Loading) or their Shift loading (whichever is the greater). An Afternoon Shift Team Member will be entitled to both their Afternoon Shift Loading and the Annual Leave loading.
- Annual leave and Annual Leave Loading will be paid as part of the normal pay cycle.
- Team Members may request payment of annual leave in advance by providing two weeks' written notice to Woolworths.

5.1.3 RDOs and Annual Leave

- a) If a Team Member works a 9 day fortnight, they will have eight hours deducted from their annual leave entitlement for each day that they take as annual leave and would otherwise have worked. Team Members will be entitled to Annual Leave Loading for these eight hours. The taking of annual leave will have no impact on RDO entitlements when they fall due.

5.1.4 Excess Annual Leave

- a) Team Members are required to take regular annual leave. Team Members may have a maximum of eight weeks of annual leave accrued at any one time unless otherwise agreed with Woolworths.
- b) Where a Permanent Team Member that has accrued annual leave in excess of eight weeks (based on their base rostered hours), they may be reasonably directed by Woolworths to take a minimum of 25% of accrued annual leave after not less than four weeks' notice. Team Members will be entitled to retain six weeks annual leave accrual after this direction.

5.1.5 Annual Leave on Termination

- a) Permanent Team Members will be paid their accrued annual leave and applicable leave loading on termination of employment.

5.1.6 Cashing out Annual Leave

- a) A Permanent Team Member and Woolworths may agree to cash out part of a team member's accrued annual leave, with the annual leave loading or projected Shift allowance, in accordance with the Fair Work Act, provided that in each case:
 - i) the remaining accrued entitlement is not less than four weeks;
 - ii) each cash out must be the subject of separate agreement in writing between the Team Member and Woolworths;
 - iii) Team Members will be paid at the full amount that would have been paid had they taken the leave; and
 - iv) Team Members may only request to cash out annual leave once per calendar year.

5.1.7 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.
- b) A Permanent Team Member is eligible to apply for annual leave at half pay if:
 - i) all their accessible long service leave has been exhausted; and
 - ii) they have less than or equal to eight weeks accrued annual leave.
- c) Where a Team Member has a current purchased additional annual leave salary sacrifice arrangement, they cannot take annual leave at half pay until any purchased additional leave arrangement ceases.
- d) Taking annual leave at half pay:
 - i) An eligible Team Member can apply for a maximum of two weeks annual leave at half pay during a 12 month period.
 - ii) Annual leave at half pay can be taken at a time that is mutually agreed between the Team Member and Woolworths. When a Team Member applies for annual 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.
This means that while a Team Member is on leave 'at half pay' they will:
 - 1) receive half of their normal weekly pay each week; and
 - 2) accrue half of the leave that they would normally accrue (as they are only

accruing leave for the paid half of the leave period).

- e) Public Holidays that fall during the first half of a Team Member's leave 'at half pay' period (i.e. the period of Annual Leave) will be processed as a standard Public Holiday for the full day. Public Holidays that fall during the second half of a Team Member's leave 'at half pay' period (i.e. the period of unpaid leave) will be unpaid.

5.1.8 Purchased Additional Annual Leave

- a) Permanent Team Members can apply to purchase a maximum of two weeks of additional annual leave per financial year, using a salary sacrifice deduction scheme.
- b) A Permanent Team Member is eligible to apply for purchased additional leave if:
 - i) they have less than or equal to four weeks accrued annual leave at application, and
 - ii) all accessible long service leave has been exhausted at the point of application.
 - iii) Part-time Team Members will be entitled to this arrangement on a pro rata basis.
- c) Applying for Purchased Additional Annual Leave:
 - i) 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.
 - ii) Purchased additional leave can only be applied for in one or two week blocks.
 - iii) Team Members are required to complete and submit an "*Application to Purchase Additional Leave*" form to their Team Leader for approval.
- d) Purchased Additional Annual 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) at a time that is mutually agreed between the Team Member and Woolworths.
- e) Requests for taking purchased additional leave will be treated the same as requests to take annual leave.
- f) Purchased additional annual leave cannot be taken at half pay.
- g) Salary Sacrifice Deductions
 - i) Team Members will have their salary/wages proportionally deducted using a salary sacrifice scheme calculated on their current salary/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.

5.1.9 Personal Leave, Public Holidays or accessing other leave during Annual Leave

- a) If during a period of Annual Leave there is a day or part-day that is a public holiday, the Team Member will be paid for that day or part day as a public holiday and taken not to be on paid annual leave on that day or part-day.
- b) If during a period of annual leave, a Team Member becomes entitled to any other leave (under the NES or this Agreement other than unpaid parental leave), once the Team Member complies with the notice and documentation provisions of that leave type, they will be taken to have been on that other form of leave and not on paid annual leave except where this is Personal Leave, where they must provide evidence to satisfy a reasonable person.

5.2 Personal/Carer's Leave

- a) Full-time Team Members are entitled to 10 days of personal/carers leave in accordance with the NES. Part-time Team Members are entitled to personal leave on a pro-rata basis.

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- b) During a Team Member's first year of service, they will accrue personal/carers leave in accordance with the NES.
 - c) In each succeeding year of continuous service on the anniversary of permanent employment each year, a full-time Team Member will be entitled to a grant of 72 hours of leave under this clause. For part-time Team Members the grant will be pro rata based on their average number of hours per week in the preceding 12 months.
 - d) Casual Team Members are not entitled to paid personal leave.
 - e) Unused personal leave accumulates year to year.

5.2.1 Taking Personal/Carer's Leave

- a) Personal leave may be taken in full or part days if:
 - i) A Permanent Team Member is not fit for work because of a personal illness, or personal injury, affecting the Team Member; or
 - ii) A Permanent Team Member needs to provide care or support to an Immediate Family member or a member of their household, who requires care or support because of a personal illness or personal injury, affecting the member or an unexpected emergency affecting the member.

5.2.2 Personal/Carer's Leave Notification and Documentation Requirements

- a) Where a Team Member is unable to attend or remain at work by reason of injury, illness or caring responsibilities for an Immediate Family member, as defined in Clause 10 they must comply with the notification and documentation conditions outlined below to be entitled to paid personal leave (not exceeding their accruals).
- b) Personal/Carer's leave notification requirements:
 - i) Woolworths needs to plan for Team Members' absences, therefore Team Members must give their leader as much notice of their absence on personal/carers leave as possible. Team Member's will contact ARDC within two hours of their commencement time (where practicable) and inform of their inability to attend for duty. If a Team Member is not able to do so, they must notify as soon as practical.
 - ii) When notifying Woolworths, Team Members are required to advise, as far as practicable, the nature of the illness and the estimated duration of the absence. In cases of carers leave, the Team Member will also notify of their relationship to the person requiring care.
- c) Personal/Carer's Documentation Requirements:
 - i) Where a Team Member applies for paid Personal/Carer's leave, Woolworths may not make any payment for any time the Team Member is absent from work without producing evidence that would satisfy a reasonable person, where required.
 - ii) If it is not reasonably practicable to provide Woolworths with a medical certificate, the Team Member may provide a statutory declaration.
 - iii) Team Members are entitled to take four single days of Personal/Carer's leave per calendar year without evidence.
 - iv) Where documentation is required for caring purposes the documentation provided must establish the illness of the person concerned and that the illness is such as to require care by another person.
 - v) In normal circumstances a Team Member must not take carer's leave under this clause where another person has taken leave to care for the same person.
 - vi) Team Member's must provide evidence that would satisfy a reasonable person for absences occurring the day before and/or after any period of three consecutive days where the Team Member is not rostered to work unless the day of absence due to illness is a Sunday or Public Holiday, otherwise payment of personal leave will not be made.
 - vii) In the case of Personal leave for illness or injury Medical Certificates or Statutory Declarations must be provided to Woolworths within 48 hours of the Team Member's return to work.
 - viii) Unused personal leave is not paid out on termination for any reason.

5.2.3 Unpaid Personal/Carer's Leave

- a) A Team Member is entitled to take unpaid Personal/Carer's in accordance with the NES for the purpose of providing care to a family or household member, as defined in Clause 10, who is ill, provided that the Team Member has exhausted all paid Personal/Carer's leave entitlements.
- b) Unpaid Carer's leave can only be taken when the Team Member's entitlement to paid personal leave has been exhausted.

5.2.4 RDOs and Personal/Carer's Leave

- a) When a full-time Team Member is absent on paid Personal/Carer's leave they will continue to accrue .8 of an hour toward their RDO. Should the Team Member be absent on unpaid Personal/Carer's however, then there will be no accrual toward the RDO, resulting in a non payment of .8 hours on the RDO.

5.2.5 Cashing Out of Personal/Carer's Leave

- a) In each anniversary year, a Team Member may request cash out of a maximum of 72 hours of accrued Personal/Carer's leave, provided that the Team Member maintains a bank of no less than 360 hours.

5.2.6 Use of Other Leave Types for Caring Purposes

- a) **Annual Leave** - Notwithstanding the provisions of Clause 5.1, a Team Member may request the consent of Woolworths to take annual leave for the purpose of providing care to a family or household member, as defined in Clause 10, who is ill.
- b) **Rostered Days Off (RDOs)** - A Team Member may request the consent of Woolworths, to take a RDO, or part thereof, for the purposes of providing care to a family or household member, as defined in Clause 10, who is ill.
- c) **Compassionate Leave** - A Team Member may use their compassionate leave entitlement for the purposes of providing care to a family or household member, as defined in Clause 10, who is ill, on a maximum of three days per anniversary year.

5.3 Compassionate Leave

- a) Compassionate leave is provided for in the NES. Inclusive of any NES entitlements, Permanent Team Members are entitled to paid compassionate leave in accordance with the following table:

Where the absence is due to:	The maximum number of paid days will be:
The death of a member of the Team Member's spouse, parent or child.	Five
The death of a member of the Team Member's household or Immediate Family (not contained above).	Three
Where the death as prescribed above occurs interstate or outside of Australia and the employee attends the funeral.	An additional two days
A member of the Team Member's household or Immediate Family has, contracts or develops a personal illness or injury that poses a serious threat to their life.	Three
Team Member's spouse having a miscarriage. A stillbirth where the child would have been a member of the Team Member's Immediate Family, or a member of the Team Member's household, if the child had been born alive.	Three

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- b) Immediate Family in this clause has the same meaning as in Clause 10 with the addition of aunt, uncle, foster parents, foster children and foster siblings.
 - c) 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 an unbroken period or in separate periods as agreed between the Team Member and Woolworths.
 - d) A Team Member must provide documentation to Woolworths, as soon as reasonably practicable to be entitled to paid compassionate leave. Documentation means any written evidence Woolworths reasonably requires of the illness, injury or death of the household or Immediate Family member as described in Clause 5.3 (b).
 - e) The documentation must meet the requirements of the Fair Work Act.
 - f) Casual Team Members are entitled to unpaid leave in accordance with the NES.

5.4 Parental Leave

- a) Team Members are entitled to parental leave in accordance with the NES (currently, 12 months of unpaid parental leave and a right to request an extension of unpaid parental leave for a further period of up to 12 months).
- b) Further benefits may be available under Woolworths policies (however these may change from time to time and are not incorporated into this Agreement).
- c) A casual Team Member who leaves to have a baby, and who intends to return to work, will be offered the right of first refusal on future suitable casual jobs which arise over the period of time that such Team Member is absent from work. Job offers will be made on the basis that the Team Member concerned is able to take up the position immediately. This provision will cease to apply when the Team Member has been absent for a period of 12 months.

5.5 Long Service Leave

- a) Team Members are entitled to Long Service Leave in accordance with relevant South Australian State legislation as amended from time to time.
- b) Any Team Member may take their Long Service Leave at half pay, which will result in them being on Long Service Leave for double the period, which would otherwise be applicable.
- c) Only a pro rata portion of any period of long service leave at half pay will count as service for the purpose of calculating accrual of service based entitlements (on the basis as if one half of the period of leave at half pay were made up of long service leave at full pay and the other half were made up of leave without pay). This means, for example, that accrual of annual leave, personal/carers leave and further long service leave will be on a pro rata basis.

5.5.1 Long Service Leave Cash Out

- a) Woolworths may agree to a Team Member's request to cash out accrued long service leave in accordance with the relevant South Australian State legislation as amended from time to time.

5.6 Jury Duty Leave

- a) Jury Duty leave is provided for in the NES. Inclusive of any NES entitlements, Permanent or Fixed Term Team Members will be allowed to attend jury service during paid hours on receipt of appropriate notice and documentation as prescribed by the Fair Work Act. Casual Team Members are entitled to time off for jury service in accordance with this clause but will not receive any payment from Woolworths for time not worked.
- b) In the case of jury service Woolworths and the Team Member agree that where jury service (or time spent for a Shift worker asleep in preparation for the next work Shift as a result of performing

jury service) results in a loss of time at the workplace, the Team Member will be paid the difference between any jury service allowance and their ordinary pay (including any allowances, loadings or penalties) excluding any additional amount received for expenses (e.g. travel expenses).

- c) Where jury service does not result in lost time at the workplace no payments will be made.
- d) A Team Member on jury service will not be required to attend work on any roster while on jury service, unless the jury service is of not more than two hours; in which case the Team Member would be expected to return to work to complete their rostered Shift provided their finish time is no later than midnight.
- e) If a Team Member is engaged in jury service, they will not be required to complete more than five Ordinary days of jury service and work combined in any week (or 10 a fortnight, as per 3.1.3 a) iv) and 3.1.6 b) ii)). For example if a Team Member attends four days of jury service, they can only be required to work one day in that week.

5.7 Emergency Service Leave

- a) Emergency Service leave is provided for in the NES. Inclusive of any NES entitlements, Permanent Team Members involved in recognised voluntary services including SES and fire fighting will be entitled to up to two weeks per year paid time off to attend to emergency situations.
- b) It will be the responsibility of the Team Member to keep Woolworths informed about the time off needed to attend to emergency duties.
- c) Team Members will be paid their Base Rate of Pay plus any applicable loadings for the period of leave. To receive payment Team Members will need to provide Woolworths proof of attendance to the emergency situation. In the event that a Team Member receives payment for attending the emergency, they must advise Woolworths as soon as possible of the payment and that amount will be deducted from their wages within the next pay period.
- d) Paid time off for emergencies that are not local will be limited to two days but may be increased depending on the nature of the emergency, for example major bushfires.
- e) Casual Team Members are entitled to unpaid leave in accordance with the NES.

5.8 Defence Forces Leave

- a) Defence forces leave is provided for in the NES. Inclusive of any NES entitlements, a Permanent Team Member will be allowed leave of up to a maximum of two weeks per calendar year to attend Defence Force approved training camps.
- b) During this leave, Permanent Team Members who are required to attend full-time training will be paid an amount equal to the difference between the payment received for attendance at camp and their Base Rate of Pay plus any applicable Shift allowance and loadings they would have received for working Ordinary Hours during that period.
- c) To receive payment, a Team Member will provide Woolworths proof of attendance and proof of the Defence Forces Reserve rate of pay and total payment received for the time spent training.
- d) Team Members seeking to take Defence Force leave must provide notice to Woolworths at least one month prior to the period of training. The notice should detail the start and finish dates for training.
- e) Casual Team Members are entitled to unpaid leave in accordance with the NES.

5.9 Blood Donor's Leave

- a) Where a Permanent Team Member is absent during Ordinary Hours for the purpose of donating blood they will not suffer any reduction in pay for absences of up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- b) The Permanent Team Member will arrange for their absence to be a day suitable to Woolworths and be as close as possible to the beginning or end of their Ordinary Hours.
- c) Team Members are required to provide to Woolworths proof of attendance at a recognised place for the purpose of donating blood and the duration of such attendance.
- d) Team Members will notify Woolworths as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

5.10 Family and Domestic Violence Leave

- a) Woolworths recognises that Team Members who experience family and domestic violence may need additional support to deal with the impact of the family and domestic violence, particularly to make arrangements for their safety and the safety of others, attend medical appointments, court appointments, access police services and related activities which are impractical for a Team Member to deal with outside of their Ordinary Hours of work.
- b) Family and Domestic Violence Leave is provided in line with Woolworths Policy, including access to paid leave entitlements for Permanent Team Members.
- c) In the event the Award or the NES contains a more generous paid leave entitlement than Woolworths Policy, Team Members will receive such entitlement.

6. Dispute Procedure

6.1 Dispute Resolution Procedure

- a) The following procedure should take place if there is a dispute between a Team Member and Woolworths in relation to:
- i) a matter arising under this Agreement; or
 - ii) the NES (except a dispute about whether Woolworths has reasonable business grounds under subsection 65(5) or 76(4) of the Fair Work Act)

Dispute Resolution	Procedure
Objective	To resolve disputes quickly, fairly and at a local level where possible and to encourage direct communication between Team Members and their line leader.
During a Dispute	The status quo will remain until the dispute is resolved.
Support/ Representation	A Team Member has the right to be represented (by the Union or a Union delegate or another representative or support person of their choice) at any Step of the dispute.
Step 1:	Team Members should try to resolve the dispute first through discussions with their Team Leader.
Step 2	If the matter is not resolved at Step 1, the Team Member or their Team Leader may raise the dispute with the Shift Operations Manager (ie; their leader's, leader). At Step 2, and for all following steps, the dispute must be set out and responded to in writing.
Step 3	If the matter is still not resolved at Step 2, then the dispute should be discussed with the Operations Manager. The Operations Manager may involve the relevant People Partner in discussions at this step.
Step 4	If the matter is not resolved at Step 3, the Operations Manager, depending on the nature of the problem may, at the request of the Team Member or Union Delegate or Union representative, refer the matter for consideration to the Supply Chain Manager.
Step 5	If the matter is not resolved at Step 4, then either party may refer the dispute to the Fair Work Commission (FWC) for conciliation.
Step 6	<p>If the dispute is still not resolved at Step 5, either party may ask the FWC to resolve the dispute by arbitration. If the FWC arbitrates the dispute, any decision made by the FWC will be binding on both parties unless overturned on appeal. FWC may deal with the dispute in 2 stages:</p> <ol style="list-style-type: none"> 1) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and 2) If FWC is unable to resolve the dispute at the first stage, FWC may then: <ol style="list-style-type: none"> a) Arbitrate the dispute; and b) Make a determination that is binding on the parties. <p>The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.</p>

7. CONSULTATION AND CHANGE

7.1 Consultation About Major Workplace Change

7.1.1 Major Workplace Change

- a) Woolworths will consult with Team Members and the Union under this clause if we have made a definite decision to introduce a major workplace change to production, program, organisation, structure or technology in relation to the enterprise which is likely to have a significant effect on the Team Members.
- b) A change is likely to have a significant effect on Team Members if it results in:
 - i) termination of employment;
 - ii) changes in the composition, operation or size of the workforce or in the skills required;
 - iii) the elimination or diminution of job or promotion opportunities or job tenure;
 - iv) the alteration of hours of work (except where there is a process elsewhere in this Agreement for this type of change);
 - v) the need for retraining or transferring to other work or other locations; or
 - vi) the restructuring of jobs.
- c) Where this Agreement makes provision for alteration of any of the matters referred to within, an alteration will be deemed not to have significant effect.

7.1.2 Consultation Process

- a) If Woolworths make a definite decision to introduce a major workplace change that will have a significant effect on Team Members, as soon as practicable after making that definite decision we will notify the relevant Team Members and the Union, to discuss:
 - i) the introduction of the change;
 - ii) the effect the change is likely to have; and
 - iii) measures to avert or mitigate the adverse effect of the change.
- b) Woolworths will give genuine and prompt consideration to matters raised by Team Members (or their representative) and the Union about the change and aim to provide any information and responses to questions as soon as we can. During these discussions we will not be required to disclose confidential or commercially sensitive information.
- c) Woolworths will give Team Members (and/or their representative) and the Union, all relevant information about the changes in writing (including the nature of the change and the expected effects of the changes and any other matters likely to affect the Team Members).

7.1.3 Consultation on New Technology

- a) Woolworths agrees to undertake appropriate consultation with Team Members and the Union in order to reach agreement on the implementation of any new system into the Distribution Centre which may involve the need to change current work methods or to use new equipment. Should any problems arise in this regard the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

7.1.4 Right to Representation

- a) For all purposes under this clause, relevant Team Members may appoint the Union, a Union delegate or another a representative of their choice. Should a Team Member appoint a representative and advise Woolworths, Woolworths will recognise the representative.

7.2 Redundancy

7.2.1 Discussions Before Terminations

- a) After Woolworths has made a definite decision that the job a Team Member has been doing will no longer need 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, Woolworths will hold discussions with:
 - i) affected Team Member/s and their representatives; and
 - ii) the Union.
- b) Discussions will take place as soon as practicable after the definite decision has been made and will cover:
 - i) the reasons for the proposed terminations;
 - ii) the measures to avoid or minimise the termination;
 - iii) the measures to mitigate the adverse effects on the Team Members concerned;
 - iv) the number and categories of Team Members likely to be affected;
 - v) the number of Team Members normally employed; and
 - vi) when terminations are likely to occur.
- c) All relevant information will be provided in writing to the Team Member(s) concerned and representatives, and the Union.
- d) However, Woolworths will not be required to disclose confidential information which would negatively impact its interests.

7.2.2 Transfer to a Lower Paid Classification

- a) A Team Member transferred to a lower paid classification due to redundancy is entitled to the same notice as they would have been entitled to if their employment had been terminated. Woolworths may choose to pay the Team Member the difference between their former Base Rate of Pay and their new Base Rate of Pay for the relevant notice period instead of providing this notice.

7.2.3 Redundancy Pay

- a) In addition to the notice to be given by us (see Clause 7.3.2), subject to Clauses 7.2.7 and 7.2.8, a Permanent Team Member whose employment is terminated due to redundancy is entitled to the following redundancy pay for each year of continuous service, or part thereof:

Period of continuous service	Redundancy pay scale
Less than 1 year	2 weeks
1 year but less than 2 years	4 weeks
2 years but less than 3 years	8 weeks
3 years but less than 4 years	12 weeks
4 years but less than 5 years	16 weeks
5 years but less than 6 years	20 weeks
6 years but less than 7 years	24 weeks
7 years but less than 8 years	28 weeks
8 years but less than 9 years	32 weeks
9 years but less than 10 years	36 weeks
10 years but less than 11 years	40 weeks
11 years but less than 12 years	44 weeks
12 years but less than 13 years	48 weeks
13 years but less than 14 years	52 weeks
14 years but less than 15 years	56 weeks
15 years but less than 16 years	60 weeks
16 years but less than 17 years	64 weeks
17 years but less than 18 years	68 weeks
18 years and over	72 weeks

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- b) Redundancy pay is paid at the Team Member's Base Rate of Pay plus Shift loading.

7.2.4 Leaving During Notice Period

- a) A Team Member whose employment is terminated due to redundancy, may resign from their employment during the notice period. This will not affect the Team Member's redundancy pay or any other benefits under this clause. However, in this situation, the Team Member will not be paid for the balance of their notice period.

7.2.5 Excluded Team Members

- a) These redundancy pay provisions do not apply to Team Members who are:
 - i) casual Team Members; or
 - ii) engaged for a specific period of time, on a temporary engagement or for a specific task; or
 - iii) terminated for a reason other than redundancy (for example misconduct).

7.2.6 Incapacity to Pay

- a) Woolworths, in a particular redundancy case, may make an application to the FWC to have the general severance pay prescription varied on the basis of Woolworths incapacity to pay.

7.2.7 Alternative Employment

- a) Should Woolworths obtain for the Team Member acceptable alternative employment then:
 - i) on application by Woolworths, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.
 - ii) the amount of redundancy pay to which the Team Member is entitled under Clause 7.2.3 is then reduced to the amount specified in the FWC determination.

7.2.8 Transfer of Business

- a) Redundancy pay will not be payable if:
 - i) a team member transfers to another employer as part of a 'transfer of business', i.e. they commence employment with another employer in circumstances where there will be a transfer of employment for the purposes of the Fair Work Act; or
 - ii) a team member rejects an offer of employment made by another employer which is on terms and conditions substantially similar to, and considered on an overall basis, no less favourable than, their terms and conditions with Woolworths immediately before the termination, recognises service with Woolworths for the purposes of redundancy pay and, had the Team Member accepted the offer, there would have been a transfer of employment.
- b) Where other acceptable employment is found for a Team Member in a related entity of Woolworths, continuity of service will be deemed to not have been broken.

7.3 Terms and Conditions of Employment

7.3.1 Probation Period

- a) All new Team Members will be engaged on a probationary basis during the first six months of employment.
- b) During the probationary period the employment of a Permanent Team Member may be terminated by the giving of one week's notice by either Woolworths or the Team Member.

7.3.2 Termination and Notice

- a) Woolworths will provide the following period of written notice before terminating the employment of a fulltime or part-time Team Member, unless terminating their employment for serious misconduct:

Period of continuous service	Team Members under 45
1 year or less	1 week
More than 1 year up to 3 years	2 weeks
More than 3 years up to 5 years	3 weeks
More than 5 years	4 weeks

- b) The period of notice above is increased by one week if the Team Member is over 45 years old and have completed at least two years of continuous service with Woolworths when the notice is given.
- c) The period of notice in this clause will not apply to Team Members employed for a specified period of time, or for a specified task, or on a temporary engagement period (as per Clause 3.1.9) or casual Team Members or Team Members terminated for serious misconduct.

7.3.3 Notice Period Required by the Team Member

- a) In order to terminate employment, Permanent Team Members will give Woolworths the following notice:

Period of Continuous Service	Period of Notice:
Less than 1 year	1 week
1 year and over	2 weeks

7.3.4 Job Search during the Notice Period

- a) Where Woolworths has given notice of termination to a Permanent Team Member, the Permanent Team Member will be allowed up to one day's time off paid at the Base Rate of Pay plus any applicable loadings for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Team Member after consultation with Woolworths.

7.3.5 Statement of Employment

- a) Woolworths will, upon receipt of a request from a Team Member whose employment has been terminated, provide to the Team Member a written statement specifying the period of their employment and the classification of or the type of work performed by the Team Member.

7.3.6 Payment in Lieu

- a) If Woolworths makes payments in lieu for all or any of the period of notice prescribed then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement of a Team Member arising pursuant to this Agreement. Where the employment of a Team Member is terminated in accordance with the notice prescribed in sub Clause 7.3.2 above, Woolworths and the Team Member may by mutual agreement waive the whole or part of the period of notice.
- b) Provided that nothing in this clause will prevent a Team Member terminating their employment if the Team Member has been given notice of termination by Woolworths.

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- c) In calculating any payment in lieu of notice the wages a Team Member would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
 - d) The period of notice in this clause will not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual Team Members or Team Members engaged for a specific period of time or for a specific task or tasks.
 - e) Notice of termination may be given at any time provided that the termination of employment shall take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the said notice period.

7.3.7 Abandonment of Employment

- a) Team Members who are absent from work for a two day period or more without just cause will be deemed to have abandoned their employment.

7.4 Individual Flexibility Agreement (IFA)

7.4.1 What is an IFA?

- a) Woolworths and a Team Member may by mutual agreement enter into an Individual Flexibility Agreement (IFA) to change how some parts of this Agreement apply.
- b) In an IFA Woolworths and a Team Member may agree to change one or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates and
 - iv) allowances.
- c) An IFA must meet the genuine needs of the Team Member and Woolworths, and must be genuinely agreed to by both parties.
- d) Woolworths must ensure the IFA is only about 'permitted matters' and does not include any 'unlawful terms' (both as defined in the Fair Work Act). Woolworths must also ensure that any IFA would result in the Team Member being better off overall than if no IFA was made.

7.4.2 Making an IFA

- b) IFA's must be in writing and include details of how the arrangement will work. Woolworths must provide the Team Member with a copy of the written agreement within 14 days of it being agreed.
- c) The IFA must include:
 - i) the Team Member's name, Woolworths' name and signatures (and parent's or guardian's signature if the Team Member is under 18 years of age);
 - ii) details of the terms of the agreement which will be varied and how they will be varied;
 - iii) details of how the Team Member will be better off overall under the IFA; and
 - iv) the date when the IFA starts.

7.4.3 Ending an IFA

- a) Either a Team Member or Woolworths may decide that the arrangement does not work for them anymore. If this happens, either the Team Member or Woolworths can terminate the IFA:
 - i) at any time, by written mutual agreement;
 - ii) by the Team Member or by Woolworths giving 13 weeks' written notice (or four weeks if the agreement was made prior to the first full period pay period starting on or after 4 December 2013); or
 - iii) with 28 days written notice if the IFA does not meet requirements of s144 of the Fair Work Act.

8 Union Recognition and Related Matters

8.1 Union Recognition

- a) All Team Members and other workers on site have the right to be part of a trade union. Woolworths recognises the Shop Distributive and Allied Employees' Association, South Australian Branch (SDA) as the union of Team Members at the ARDC who choose to become members.

8.2 Union Membership

- a) Woolworths will provide a Union delegate with 30 minutes paid time to meet with new Team Members and any Agency Labour at the time of induction for the purpose of introducing and explaining this Agreement and Union matters. In cases where new Team Members are not introduced to the Union at the time of induction, a delegate and Supply Chain Manager and/or People Partner will agree alternate arrangements that permit delegate access to the new Team Members for that purpose.

8.3 Joint Consultative Committee

- a) To improve communication and to provide the opportunity to address and resolve issues of concern to the parties, senior management at a site level will meet with Union delegates and duly accredited officials of the Union subject to the conditions below:
 - i) meetings will be held at least every two months.
 - ii) a maximum of five delegates will attend each meeting on a rotating basis.
 - iii) attendance at these meetings will be considered paid ordinary time, temporary roster changes will be provided to Delegates attending outside their ordinary working hours and delegates will be paid at their Base Rate of Pay and any applicable loadings.
 - iv) meetings will be scheduled in advance and will be limited to a maximum of two hours duration.
 - v) agenda items are to be provided to Woolworths 72 hours in advance of the scheduled meeting.
 - vi) Woolworths will provide the Union with 15 minutes paid time to meet with their Delegates prior to the commencement of the meeting.

8.4 Agreement Meeting

- a) Before negotiations for the next agreement begin, Team Members and their Union representatives will have one 15 minute paid meeting for discussion of the agreement.

8.5 Union Training Leave

- a) Recognised and duly appointed Union Delegates are entitled to paid leave to attend bona fide training courses conducted by the Union.
- b) A maximum of 400 hours per calendar year will be provided as paid leave, shared across a maximum of 10 Delegates. This leave is noncumulative.
- c) Applications for leave must be made to Woolworths at least four weeks before the course commences.
- d) The approval for paid leave is subject to Woolworths being able to make proper staffing arrangements for the relevant period. Woolworths will not unreasonably refuse an application for paid leave.

8.6 Union Membership Dues

- a) Woolworths will, on receipt of authorisation, deduct membership dues as levied by the Union in accordance with its rules, from the pay of Team Members who are members of the Union. Monies collected will be forwarded to the Union on a monthly basis, along with necessary information to enable reconciliation and crediting of subscriptions to members accounts.

8.7 Union Meetings

- a) In addition to Clause 8.2, each Shift will be entitled to two paid 30 minute meetings per year, on the following basis:
 - i) the Union will be entitled to convene one paid meeting, of not more than 30 minutes duration in each six calendar months;
 - ii) the Supply Chain Manager must be given a minimum of 48 hours notice prior to holding a Union meeting;
 - iii) no Union meeting will take place unless the Supply Chain Manager agrees to the time and date of the meeting, however the Supply Chain Manager will not unreasonably refuse to agree on a time and date for a meeting under this clause; and
 - iv) all meetings held under this clause will not unduly interfere or disrupt the performance of work.

9 OTHER MATTERS

9.1 Awards and Agreements

- a) Consistent with the Fair Work Act, this Agreement operates in place of the Modern Award, any other award (including a modern award) or agreement (whether approved or certified or not).

9.2 The National Employment Standards (NES)

- a) This Agreement does not operate to exclude any provision of the National Employment Standards (NES). However, the NES is not incorporated into this Agreement.
- b) 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, the NES provision will apply to the extent of the inconsistency.

9.3 Policies

- a) Team Members are required to comply with Woolworths policies at all times. Any policy that is referred to in this Agreement is not incorporated into this Agreement or Team Members' contracts of employment. Policies can be amended from time to time, or removed, at Woolworths' discretion.

9.4 Traineeships

- a) Team Members will be entitled to Traineeships in accordance with the Award and the National Training Wage.

9.5 Supported Wage System

- a) Team Members will be entitled to the Supported Wage System in accordance with the Award.

9.6 Uniforms and PPE

- a) Team Members employed specifically to work within the artificially controlled Temperature Control DC will be supplied protective clothing consisting of two pairs of trousers and two shirts per annum and a jacket as a direct result of the requirement to work in extremes of temperature (i.e. in areas below 5 degrees Celsius and may also be required to work in the normal daily temperatures outside of the main buildings).
- b) When forklift operators are required to work in temperature controlled areas or where temperatures are 2 degrees Celsius and below, Woolworths will provide freezer pants in lieu of trousers.
- c) All Team Members who provide proof of purchase will be entitled to reimbursement of a maximum amount of \$120.00 on one occasion per calendar year for the purchase of one pair of safety shoes within the same year. The safety shoes are to be used for work purposes only, be a style approved by Woolworths and comply with the relevant Australian Standards.
- d) Suitable waterproof clothing and footwear will be made available to all Team Members required to work in the rain. The waterproof clothing will be maintained by Woolworths at Woolworths expense in good repair in a comfortable, clean and hygienic condition and remains the property of Woolworths.
- e) In addition, Woolworths will provide Woolworths Team Members with high visibility clothing as follows:
 - i) polo shirts or singlets, issued based on number of rostered Shifts per week; capped at five; and

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- ii) one fleece jumper; and
 - iii) one jacket
 - iv) shirts and singlets will be replaced annually
 - v) fleece jumpers and jackets will be replaced old for new based on fair wear and tear.
- f) Team Members will not alter, modify or change the appearance of clothing provided to them by Woolworths.
- g) Team Members are required to wear the high-visibility clothing provided.

9.7 First Aid

- a) In each establishment Woolworths will provide a properly equipped first-aid chest at a place reasonably accessible to all Team Members. The contents of such a chest will comply with any State Act or Regulation in force from time to time

9.8 Time and Wages Record

- a) Woolworths will maintain in respect of the Team Members covered by this Agreement, time and other records pursuant to the regulations of the Fair Work Act.

10 DEFINITIONS

Term	Meaning
ARDC	Adelaide Regional Distribution Centre.
Agreement	Adelaide Regional Distribution Centre Enterprise Agreement 2022.
Agency Labour	Agency Labour are workers provided by a third party, who undertake distribution and warehousing functions at the ARDC. Agency Labour workers are engaged by the third party and are not Woolworths Group Team Members. Agency Labour do not have any entitlement to Woolworths Policies or benefits.
Award	Storage Services & Wholesale Modern Award 2020.
Banked	Banked hours are accrued hours as a result of TOIL, Public Holidays, etc.
Base Rate of Pay	The base rate of pay according to the Team Member's employment classification as set out in Appendix A - sub clause a). The Base Rate of Pay does not include any loadings (including Casual Loading or Penalty Rates) or allowances. The Base Rate of Pay is also referred to as the 100% rate.
Cessation of Work	The rostered finish time at the Team Members designated work area.
Commencement of Work	The rostered start time at Team Members designated work area.
Continuous Service	<p>Continuous Service under this agreement means service with Woolworths, but not including:</p> <ul style="list-style-type: none"> a) any unauthorised absences; b) authorised unpaid leave(s); or c) a period of stand down under the Fair Work Act; or d) Any other period or a kind as prescribed by the Regulations. <p>Continuous Service means a team member's service from the date of engagement. An excluded period does not break a Team Member's Continuous Service with Woolworths, but does not count towards the Team Member's length of Continuous Service.</p>
Contract Hours	For part-time Team Members, contract hours means the minimum number of hours woolworths will roster the Team Members each fortnight.
Day	A day is defined as midnight to midnight.
Exempt Team Member	An Exempt Team Member is a Team Member who is in receipt of the exemption rate as defined in accordance with 3.1.10 of this Agreement.
Fair Work Act (FWA)	Fair Work Act 2009 (Cth), as amended. This is the primary legislation that governs Team Members at work in Australia. It provides a safety net of minimum entitlements, provides for fairness at work and prohibits discrimination against Team Members.
Fixed Term Team Member	A Fixed Term Team Member is a Team Member engaged for a specific task or time period in any of the classifications defined in this Agreement.
FWC	Fair Work Commission. The Fair Work Commission is Australia's national workplace relations tribunal. Its role is to assist Team Members and employers to maintain fair and productive workplaces and resolve disputes.

Immediate Family	The following are members of a Team Member's Immediate Family: a) A spouse, child (including adopted child, or stepchild, an ex-nuptial child) parent, grandparent, grandchild or sibling of the Team Member. b) A child or adult child (including adopted child, or stepchild, an ex-nuptial child) parent, grandparent, grandchild or sibling of a spouse of the Team Member. c) Spouse includes the following: i) a former spouse ii) a de facto spouse iii) a former de facto spouse
NES	National Employment Standards. The National Employment Standards are the 11 minimum employment entitlements that apply to all Team Members under the Fair Work Act.
Ordinary Hours	The non-overtime hours Team Members may work, rostered according to the Team Member's employment arrangement. Ordinary Hours include Additional Hours worked by part-time Team Members.
Penalty Rate	The hourly amount, worked out using an hourly percentage, a Team Member is paid in addition to their Base Rate of Pay, according to the day and time they have worked. The Penalty Rate is paid in addition to the Base Rate of Pay but does not compound. <i>Example 1: I am working at a time that attracts a 50% Penalty Rate, so I will be paid the Base Rate of Pay (assume it's \$10 per hour) + the Penalty Rate (50% of \$10 or \$5 per hour) = \$15 per hour total.</i>
Permanent Team Member	A Permanent Team Member is a full-time or part-time Team Member.
Probation	The first six months of direct engagement by Woolworths as a Team Member.
Shift	Team Members start/finish time and/or their Ordinary Hours days of work.
Stapled Fund	A Team Members established superannuation fund (as defined by the "Your Future, Your Super" legislation).
Superannuation Legislation	The Superannuation Guarantee (Administration) Act 1992 (Cth) and the Superannuation Guarantee Charge Act 1992 (Cth).
Team Member	A Team Member directly employed by Woolworths (South Australia) Pty Ltd who is covered by this Agreement.
TOIL	Time Off In Lieu. Where a Team Member chooses to take time off instead of being paid a Penalty Rate.
Union	The Shop, Distributive and Allied Employees' Association, South Australian Branch (SDA).
Woolworths	Woolworths (South Australia) Pty Ltd (ABN 34 007 873 118).

11 Signatures

Signed as an Agreement:

The signatures below confirm that this Agreement has been agreed by Woolworths and the Union and signed by persons who have the authority to sign this Agreement.

Signed for and on behalf of Woolworths (South Australia) Pty Ltd	Signed for and on behalf of Shop, Distributive and Allied Employees' Association
Name:	Name: Gerard Dwyer
Position:	Position: National Secretary/Treasurer
Address:	Address: 53 Queen Street Melbourne 3000
Being duly authorised to Sign on behalf of Woolworths	Being duly authorised to Sign on behalf of the Union

Appendix A: Base Rate of Pay

a) The **Base Rates of Pay** for this Agreement are:

Hourly rates for full-time and part-time Team Members					
Effective first full pay period on/after:	Current	29 August 2022	3 July 2023	1 July 2024	7 July 2025
Entry (first 6 months)	\$26.31	\$25.48	\$26.34	\$27.21	\$28.08
Grade 1 A (6-12 months)	\$28.06	\$29.12	\$30.11	\$31.10	\$32.10
Grade 1 B (12-18 months)	N/A	\$32.76	\$33.87	\$34.99	\$36.11
Grade 2	\$35.08	\$36.40	\$37.63	\$38.87	\$40.12
Grade 3	\$35.48	\$36.81	\$38.06	\$39.32	\$40.58
Grade 4	\$36.04	\$37.39	\$38.66	\$39.94	\$41.22

Weekly rates for full-time and part-time Team Members					
Effective first full pay period on/after:	Current	29 August 2022	3 July 2023	1 July 2024	7 July 2025
Entry (first 6 months)	\$947.16	\$917.17	\$948.35	\$979.65	\$1,010.99
Grade 1 A (6-12 months)	\$1,010.16	\$1,048.19	\$1,083.83	\$1,119.60	\$1,155.42
Grade 1 B (12-18 months)	N/A	\$1,179.21	\$1,219.31	\$1,259.54	\$1,299.85
Grade 2	\$1,262.88	\$1,310.24	\$1,354.79	\$1,399.49	\$1,444.28
Grade 3	\$1,277.28	\$1,325.18	\$1,370.23	\$1,415.45	\$1,460.75
Grade 4	\$1,297.44	\$1,346.09	\$1,391.86	\$1,437.79	\$1,483.80

- b) The hourly Base Rate of Pay rate equivalent above is for information only – where any difference exists between the hourly Base Rate of Pay and the Weekly Base Rate of Pay (for example, due to rounding), the weekly Base Rate of Pay will prevail.
- c) The hourly rate of pay for casual Team Members (including casual loading) working Monday to Friday (5:00am to 7:00pm) is detailed in the table below. This rate is equal to the hourly rate in sub clause a) above plus the casual loading of 20%. *NB: This table is indicative only.*

Hourly rates for casual Team Members (inclusive of casual loading)					
Effective first full pay period on/after	Current	29 August 2022	3 July 2023	1 July 2024	7 July 2025
Entry (first 6 months)	\$31.57	\$30.57	\$31.61	\$32.65	\$33.70
Grade 1 A (6-12 months)	\$33.67	\$34.94	\$36.13	\$37.32	\$38.51
Grade 1 B (12-18 months)	N/A	\$39.31	\$40.64	\$41.98	\$43.33
Grade 2	\$42.10	\$43.67	\$45.16	\$46.65	\$48.14
Grade 3	\$42.58	\$44.17	\$45.67	\$47.18	\$48.69
Grade 4	\$43.25	\$44.87	\$46.40	\$47.93	\$49.46

- d) Junior Team Members will be paid the following percentages of the appropriate rate set out above, provided that juniors at 19 years of age or a maximum of two (2) years service (whichever occurs first) will receive the adult rate of pay.

Age	%	
Under 16 years of age	55%	(Rate to be determined by applying percentage to appropriate age and Classification)
At 16 years of age	65%	
At 17 years of age	78.5%	
At 18 years of age	93%	
At 19 years of age	100%	

- e) The wage increases set out in this Agreement occur from the calendar date listed in the table above.

Appendix B: Penalty Rates

Ordinary Hours can be rostered in accordance with clause 3.1.11.

The Base Rate of Pay hourly rate will apply for Ordinary Hours in accordance with clause 3.1.11. Penalty Rates and Loadings are paid to Team Members who work Ordinary Hours in the Shifts or times outlined in 3.1.11 and in the table below.

Example

Example: A Permanent Team Member rostered to work their Monday Ordinary Hours between 2.00 pm and 10.00 pm will receive 8 hours at 117.5% (Afternoon Shift loading for all hours).

B.1 Penalty and Loadings

- a) Team Members will receive the following penalties rates and loading for work performed in Ordinary time.

Penalty Rates	Full-Time and Part-Time (Permanent) Team Members	Casual Team Members (Casual rates are inclusive of applicable Casual Loading (20%) and are paid for hours worked)
Monday to Friday Day Shift	Base Rate of Pay	Base Rate of Pay + 20%
Monday to Friday Afternoon Shift	Base Rate of Pay + 17.5%	Base Rate of Pay + 37.5%
Monday to Friday Night Shift	Base Rate of Pay + 30%	Base Rate of Pay + 50%
Saturday all day (other than night Shift)	From 29/08/2022 : Base Rate of Pay + 20% From 03/07/2023 : Base Rate of Pay + 24% From 01/07/2024 : Base Rate of Pay + 26% From 07/07/2025 : Base Rate of Pay + 30%	From 29/08/2022 : Base Rate of Pay + 40% From 03/07/2023 : Base Rate of Pay + 44% From 01/07/2024 : Base Rate of Pay + 46% From 07/07/2025 : Base Rate of Pay + 50%
Saturday Night Shift <i>The Shift that commences on Friday night</i>	Base Rate of Pay + Saturday Loading + 12.5%	Base Rate of Pay + Saturday Loading + 32.5%
Sunday Day Shift	Base Rate of Pay + 75%	Base Rate of Pay + 95%
Sunday Afternoon Shift	Base Rate of Pay + 100%	Base Rate of Pay + 120%
Sunday Night Shift <i>The Shift that commences on Saturday night</i>	Base Rate of Pay + 150%	Base Rate of Pay + 170%

- b) Casual Team Members will only receive the Afternoon Shift rate on hours worked past 7:00pm.
- c) Casual Team Members on night Shift will receive the Night Shift rate on all hours worked.
- d) The Penalty Rate increase set out in this Agreement occurs from the calendar date as specified in the table above.

Appendix C: Saved Provisions

C.1 Weekend Work

- a) Permanent Team Members hired prior to 3 February 1994 will have the right of refusal to work in ordinary time on a Saturday.
- b) Permanent Team Members who worked on a *Saturday* as at 24 November 1996 will receive a loading of 35% for all Ordinary Hours worked on a Saturday. This loading is in lieu of any other loadings set out in Appendix B. No other Team Members are entitled to such a loading.
- c) Full-time Night Shift Team Members who worked the *Saturday* Shift (i.e. the Shift that commences on Friday night) as at 24 November 1996 are entitled to a 65% loading. This loading is in lieu of any other loadings set out in Appendix B.
- d) Permanent Team Members who at the commencement of this Agreement worked the Saturday Afternoon Shift will receive a loading of 35% for all Ordinary Hours worked on a Saturday Afternoon. This loading is in lieu of any other loadings set out in Appendix B1.
 - i) If a Permanent Team Member changes their roster and no longer works a Saturday Afternoon, they will no longer be entitled to this loading and instead be paid in accordance with Appendix B1.
 - ii) All other Team Members will be paid in accordance with Appendix B1.
- e) Permanent Team Members who at the commencement of this Agreement worked the Saturday Night Shift (*The Shift that commences on Friday night*) will receive a loading of 47.5% for all Ordinary Hours worked on a Saturday Night. This loading is in lieu of any other loadings set out in Appendix B.
 - i) If a Permanent Team Member changes their roster and no longer works a Saturday Night, they will no longer be entitled to this loading and instead be paid in accordance with Appendix B1.
 - ii) All other Team Members will be paid in accordance with Appendix B1.
- f) Any Day or Afternoon Shift Team Members working regular *Sundays* prior to 24 November 1996 will be paid at the rate of 200% for all time worked on a Sunday, with a minimum engagement of 4 hours if working in ordinary time. This loading is in lieu of any other loadings set out in Appendix B.
- g) Any night Shift Team Members working regular *Sundays* prior to 24 November 1996 will be paid at the rate of 250% for all time worked on a Sunday, with a minimum engagement of 4 hours if working in ordinary time. This loading is in lieu of any other loadings set out in Appendix B.

C.3 Ordinary Hours (employed prior to 25 November 1996)

- a) The day Shift span of hours is 6.00am to 7.00pm. However, where a Team Member by mutual agreement with Woolworths, works a 4 day week instead of a 9 day fortnight, the day Shift span of hours is 5.00am to 5.00pm.
- b) Team Member's may undergo a 4 week trial of the 4 day week, after which they have the option of returning to their previous roster of 9 days per fortnight with Ordinary Hours being worked between 6.00am and 6.00pm, or 5:00am to 6:00pm depending on their commencement date.

C.4 RDOs (employed prior to 25 November 1993)

- a) For those hired before 25 November 1993, RDO's are to be rostered so that two out of every three RDO's will be a Monday and/or Friday.

C.5 Saved Rates and Classifications

- a) Grade 1 Team Members employed prior to the commencement of this Agreement will be paid 75% of the Grade 2 rate for the first 8 months of service, 80% of the Grade 2 rate for the next 4 months of service and transition to Grade 2 at 12 months of service.