

WOOLWORTHS SUPERMARKETS

NEGOTIATIONS 2023

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

WAGES, ALLOWANCES & CLASSIFICATIONS

1. A suitable wage increase based upon a minimum of 8% for each year of the Agreement, for all team members together with additional pay rises as may be appropriate based upon the nature of the changes proposed by the company.
2. Increase all allowances in proportion to the wage rises agreed.
3. First aid allowance to be extended so it applies to team members who are trained and appointed as a mental health first aider. When a team member is appointed to perform both first aid and mental health first aid, they shall be paid an additional allowance of \$12.23 (current first aid allowance)
4. A weekly technology and data allowance of \$8.43.
5. Amend Higher Duties allowance as follows:
 - a. Higher duties allowance paid for whole shift irrespective of time worked.
 - b. Higher duties allowance to be paid when Managers are off the floor in meetings, doing rosters, going through paperwork, etc.
 - c. Higher Duties allowance to be paid at the higher grade notwithstanding they may not be performing all the functions and responsibilities of the higher grade.
6. Clarify that the Recall allowance is paid at the overtime rate not the team members (ordinary) rate.
7. All work in cold areas to be paid the cold work allowance.
8. Adult rates to be payable at 18 years of age, and with the junior rate scale adjusted accordingly.
9. Superannuation to be paid regardless of age.
10. Those eligible for a supported wage to be paid the full rate of pay for their classification.
11. Stand alone agreement for CFC's or specific CFC provisions in an Appendix to the Agreement.

CLASSIFICATIONS

12. Classifications to be-amended as follows:

- a. A Level 4 employee team member promoted to an Assistant Department Manager will be paid at the level 5 rate.
- b. A Department Manager (Level 6) in a department that has 10 or more team members to receive a higher rate of pay.
- c. Higher rate of pay to apply for self-serve checkout operators who are supervising more than one self-serve checkout.
- d. SSCOs to be paid at a higher classification.

13. 2IC Bonuses to be paid for 2ICs.

WORK & CARE – ROSTERING

14. The company to commit to the SDA's Work and Care Sustainable Workforce Principles.

15. Rostering:

- a. Team members to be rostered within hours of availability.
- b. If a team member disagrees with a proposed roster change, the team member's roster will remain unchanged until the dispute regarding the roster is resolved.
- c. The SDA to have access to rosters and the rostering system for industrial purposes.
- d. When the Company instigates a change of roster that results in a reduction in take home pay, the Company will preserve the team members' take-home pay as it was prior to the roster change. The preserved rate of pay may be absorbed against future wage increases.
- e. A roster change cannot be used to avoid entitlements, if it is the team member will be entitled to the applicable entitlement as though the roster had not been changed.
- f. Implement a 4-day work week option for full time and part time team members (where a part time team member averages 5 days of work per week).
- g. Standard rosters to include break times.

16. Part-time:

- a. Minimum hours to be 15 per week:
- b. Daily engagement to be a minimum of 4 hours.
- c. Clarify that any Flex Up hours must be rostered in accordance with the rostering and overtime provisions.
- d. Increase core hours for part time team members who have been doing additional hours when Woolworths seeks to change the part time team member's roster.

17. Casual Team Members:

- a. 4 hour minimum engagement.
- b. Once a roster has been communicated and the team member has accepted the shift Woolworths must let the team member know about any change as

- efficiently as practicable with at least 24 hours' notice. Where this notice is not provided the whole shift to be paid as if worked.
- c. Acknowledge temporary change of availability to attend studies or exams will be given consideration without prejudice to future rosters.
- 18. Fixed term clause to include:
 - a. No consecutive contracts, except once for the purposes of an extension to parental leave.
 - b. Retention of unused personal leave accrual at end of a fixed term contract.
- 19. Breaks:
 - a. Increase paid rest breaks to 20 minutes duration.
 - b. Clarify when working between 5-6 hours an employee may elect (and will not unreasonably refused) an "early mark" by taking their break at the end of the shift on either an ad hoc basis or on an ongoing basis.
- 20. A Flexible Working Arrangements clause to be included in the Agreement.
- 21. Team members at their election to be able to work base contract hours across more than one store/brand with no less favorable conditions.
- 22. Reasonable overtime clause to include consideration of:
 - a. Whether overtime payments, penalty rates or other compensation are payable for working additional hours
 - b. The nature of the team member's role, and their level of responsibility.
- 23. A process to deal with concerns about excessive workload and staffing

LEAVE

- 24. All paid leave (except annual leave) to be paid at the team member's full rate of pay (inclusive of penalties).
- 25. Annual leave:
 - a. 5 weeks with a consequential increase of 2.5% to the standard casual loading.
 - b. Annual Leave Loading to be paid at 17.5% and the relevant penalty rates when on Annual Leave.
 - c. Company to reply to leave request no later than 14 days from when the team member submitted the request. If the leave request is not responded to within the 14 days, then it is automatically approved.
- 26. Personal Leave:
 - a. Payout of personal leave on termination, by paying the amount of unused personal leave into superannuation.
 - b. Increase the number of days a team member is not required to provide evidence in respect of paid personal leave from 2 to 4 absences.
 - c. Evidence requirements for taking personal leave delete wording amended to clearly provide option of statutory declaration by deleting; "*if not reasonably practicable*," from clause 14.3.
 - d. Where a team member takes personal leave for the purpose of caring for a person who is frail or aged or has a long-term disability or illness, they can

provide evidence for an enduring period of time rather than requiring evidence on each occasion.

- e. Ability to use 24 hours of personal leave to attend to personal matters.

27. Public Holidays:

- a. Reintroduction of the Public Holiday non-working day entitlement.
- b. Public Holidays in 24-hour sites – address the issue of how the public holiday is paid for work across 2 days.
- c. Restore Union Picnic Day in NSW.
- d. If a Public Holiday or a part Public Holiday is substituted to another day or part day by a law of a State or Territory the substituted day or part day is a Public Holiday and the original day or part day is a Public Holiday.
- e. A team member who would otherwise be rostered on a Public Holiday may elect to have the day off or may elect to work on the public holiday.
- f. Team members will be paid the Public Holiday rate of pay when working after 6pm on Christmas Eve.
- g. Where Christmas Day or Easter Sunday is not a Public Holiday, work on that day will be voluntary without loss of pay, and work on the day will be paid at Public Holiday penalty rates.

28. Paid Infectious Diseases Leave.

29. A part-time team member who takes leave is entitled to do so based on average number of hours worked per week over the previous 12 months as opposed to their base contracted hours.

30. 10 days paid Carers Leave in addition to Personal Leave.

31. 2 paid days of mental health/wellbeing leave (separate from personal leave).

32. Definition of immediate family or household to include:

- a. a person significant to the team member to whom the team member provides regular care, and
- b. cover a person related to the team member according to cultural kinship rules.

33. Compassionate leave:

- a. To be extended in the event of a miscarriage or stillbirth, equivalent to that on the death of a child.
- b. Increase to 10 days paid leave for spouse and child.
- c. Increase to 5 days where a grandparent is a member of your household.
- d. Inclusion of the words “that would satisfy a reasonable person” when a request is made to provide evidence of taking compassionate leave.

34. Family and Domestic Violence Leave:

- a. Casuals will be paid FDV leave regardless of whether a shift in the period of absence has been rostered and accepted, to a maximum of 10 days per year. (Payment calculated on the average number of shifts and hours worked in the previous 3 months.)
- b. Appointment of one or more appropriately trained FDV contact officers to be a first point of contact for team members experiencing FDV.
- c. The company will consider any risk to an individual or workplace following a disclosure of family and domestic violence and implement a workplace safety

plan with specific measures to minimize the risk and protocols for dealing with a crisis situation.

35. A team member taking responsibility for a child placed under a permanent care order or a long-term foster arrangement is entitled to all equivalent provisions relating to birth and adoption.
36. The following Employer Parental Leave provisions to be included in the Agreement:
 - a. 26 weeks paid at full ordinary time earnings for all parents regardless of status and length of service.
 - b. Superannuation on paid and unpaid parental leave.
 - c. Top up of the government parental leave payment to full ordinary time earnings
 - d. All periods of paid and unpaid parental leave recognized as active service
 - e. Paid Grandparental Leave of 12 weeks up until the child is school age.
37. Return to Work after Parental Leave;
 - a. Part-time or on reduced hours, up to when the child is school age, with the right to revert to full-time or the previous number of hours at the end of the period.
 - b. To their previous classification and job role.
38. Paid Cultural Leave: Team members to have access to paid leave to attend significant cultural events or obligations.
39. Amend Leave of Absence
 - a. To waive the requirement to take all accrued leave before proceeding on unpaid leave of absence.
 - b. Add the following as reasons in the Leave of absence clause:
 - i. Study and requiring time to attend exams.
 - ii. Interstate for an extended period.
 - iii. To care for a sick or injured close relative.
 - iv. Additional time off to attend to a natural disaster
40. Leave of absence not to break continuity of employment for the team member concerned
41. Long Service Leave to accrue at 1.3 weeks each year of service for 15 or more years of service.

TRAINING

42. Training to be completed in the workplace. All training, including online, must be paid and undertaken in accordance with rostering provisions, including minimum shift provisions and overtime.
43. Team members to only work in departments and roles for which they have been appropriately trained.

OTHER

44. Include the following as commitments in the EA:
 - a. Mental health and wellbeing
 - b. Safe and free car parking
 - c. Ensuring at least two team members are present in a store at any time.

- 45. Union Recognition and Delegates Rights Clause.
 - 46. Team members in Victoria to be entitled to Accident Make Up pay.
 - 47. If a team member is stood down as per the agreement clause or the Fair Work Act, the team member will be able to access their entitlement to paid personal leave or continue to access this leave.
 - 48. Any saved/superior entitlement for existing employees to be preserved in a new Agreement.
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Discussion items:

RT3

- Needs to factor in breaks.
- Puts pressure on team not to take breaks.
- Creates workload pressures due to insufficient team to assist with complete required tasks.
- Needs to provide for training of new team members and the impact of that on productivity

Training

More face to face training rather than people doing it on their phones at home or computer at the store where they generally don't even pay attention to the modules

WHS

- Current clause refers to “safety as everyone’s responsibility...” – WHS wording has moved away from this principle and the SDA would like the clause to reflect this. Big W clause is indicative of what the SDA is seeking.
- Soiled/dangerous customer bags – discretion to issue new bags free of charge
- Spring loaded register bag holders – catching people’s fingers
- Reduced hours increasing work intensity
- Security guards at stores.

Compliance

- Travelling time to count as time worked for break entitlements for the Stocktake team (Appendix E.2.2).
- NES clauses to be compliant with recent legislative changes.