



Woolworths Australian Food Group Agreement 2024

Woolworths 
The fresh food people

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1. About this Agreement

1.1. This Agreement

- a. This is the Woolworths Australian Food Group Agreement 2024 (this Agreement). It takes effect from the later of 21 October 2024 or the start of the first full pay period that commences at least 7 days after this Agreement is approved by the Fair Work Commission (FWC).
- b. This Agreement is a national Agreement and will apply in all States and Territories of Australia. The nominal expiry date of this Agreement will be 17 April 2028.

1.2. Agreement coverage

- a. This Agreement covers Woolworths and its employees who are employed in Woolworths' Retail Supermarket Operations (team members).
- b. This Agreement does not cover Woolworths employees who work in salaried positions.

1.3. Unions

- a. Subject to the FWC making a note of such coverage upon the approval of this Agreement, this Agreement covers the following registered organisations (hereafter referred to as Unions):
 - i. the Shop, Distributive and Allied Employees' Association (SDA).
 - ii. the Australian Workers' Union (Queensland Branch) (AWU) in relation to its coverage of North Queensland.
- b. Woolworths acknowledges and recognises the role of the Unions in representing team members covered by this Agreement.

1.4. Display of this Agreement

- a. A signed copy of this Agreement and a copy of the National Employment Standards (NES) will be available on Woolworths' intranet and hard copies will be available in store.

1.5. Relationship with Modern Award and NES

- a. Consistent with the Fair Work Act, the *General Retail Industry Award* does not apply to any team member while this Agreement applies to a team member.
- b. The NES are a set of legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and the Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the team member, the NES provision will apply to the extent of the inconsistency.

2. Woolworths policies

2.1. Woolworths standards and policies

- a. Woolworths aspires to be a great place to work and a great place to shop. Everyone is responsible for contributing to an environment where everyone at Woolworths is treated with dignity, courtesy and respect. To ensure Woolworths and team members do the right thing by our teams, our customers and our communities, Woolworths has standards and policies that it expects our team members to follow at all times.
- b. All team members at Woolworths are required to read, understand and follow the Woolworths Group Code of Conduct and all applicable Woolworths policies. However, such policies are not incorporated into this Agreement or any team member's contract of employment. The Code of Conduct and all policies are available on Woolworths' intranet, and may be updated from time to time.
- c. Woolworths policies cover matters including (but not limited to) work health and safety, personal appearance, bullying, harassment, discrimination, workplace behaviours, diversity and inclusion, team member benefits and leave.
- d. Any team member who has a question about a Woolworths Group policy can speak to their leader or contact a member of the Employee Relations Team.

2.2. Work health and safety

- a. Woolworths is committed to a safety culture where safety is everyone's responsibility, and Woolworths expects everyone to work together to make Woolworths a safe place to work and shop.
- b. Woolworths is committed to ensuring, so far as is reasonably practicable, the health and safety of team members while at work, and also that its business doesn't create risks to others (including other workers and customers). This includes the physical workplace (including entry and exit, and during renovations), the equipment team members use and the processes they follow. Woolworths must consult with team members and their relevant trade union, identify and manage risks, and provide relevant safety training for team members.
- c. While at work, team members will take reasonable care for their own health and safety, will comply, so far as they are reasonably able, with any reasonable safety directions and policies, and will ensure that their actions (or failures to act) will not affect the health and safety of others.
- d. Where Woolworths has workplace health and safety representatives who require training under relevant legislation, Woolworths will provide paid leave to team members to attend training. Where Woolworths requires a team member to hold a first aid qualification, Woolworths will provide first aid training or pay the cost of first aid training.
- e. Woolworths is also committed to working with team members to help them return to safe and sustainable work after a work injury or illness. Woolworths will consult with team members and, if the team member so chooses, their trade union representative, about their rehabilitation program.
- f. Nothing in clause 2.2 operates to remove, lessen, diminish or otherwise affect in any way whatsoever the operation and application of applicable work health and safety and workers compensation laws.

2.3. Team member safety and security

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

2.4. Respectful workplace

- a. Woolworths encourages a workplace culture where people are treated with respect. All team members are expected to follow Woolworths policies in relation to expected workplace behaviour. However, such policies are not incorporated into this Agreement or any team member's contract of employment. Woolworths expects team members to treat their fellow team members, customers and others with dignity, courtesy and respect.
- b. Behaviours such as harassment (including sexual harassment), workplace bullying, violence and unlawful discrimination are unacceptable and will not be tolerated at Woolworths. Any instances of inappropriate workplace behaviour should be reported to Woolworths – team members are encouraged to speak up if something is not right. Woolworths will take complaints seriously and handle them in accordance with our policies and procedures. This may include an investigation and the taking of disciplinary action.

2.5. Diversity and inclusion

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

2.6. Reporting an issue

- a. Team members should always feel free to ask questions, provide feedback and to speak up when they feel that something isn't right. Team members can speak to their leader, contact a member of the Employee Relations Team or consult the Code of Conduct for more reporting options.

2.7. Right to care

- a. Woolworths understands the challenges that team members face in balancing their work and their commitments as carers. Woolworths acknowledges the importance of having conditions at work that contribute to team member engagement, health and productivity.

- b. Accordingly, Woolworths recognises:
 - i. Team members have commitments outside of work that require attention.
 - ii. Team members can have different caring responsibilities at different times in their lives.
 - iii. Life outside of work is acknowledged and valued which is reflected in the way Woolworths listens, respects and accommodates team member's needs where possible.
 - iv. Team members should not be penalised or disadvantaged for having caring responsibilities.
 - v. Accommodating a team member's caring responsibilities can have a positive impact on their children's access to life, learning and opportunities.
 - vi. Accommodating a team member's caring responsibilities can have positive benefits to Woolworths and to those in our society who team members provide care to.
 - vii. Working should provide team members with meaningful hours of work and the opportunity to earn a wage that contributes to meeting their needs.
 - viii. Secure, predictable and stable working hours and rosters can help team members manage their caring responsibilities.

2.8. Team planning

- a. Where team members identify there are insufficient numbers of team members to cover the workload of an area/department, the following procedure should be followed:
 - i. Team members will provide details, in writing, to their leader, of the specific times and days on which they believe there are insufficient team members to cover the workload of an area/department.
 - ii. Team members will identify why they believe there is a continuing labour requirement over at least a 3 month period (excluding peak trade periods e.g. Easter and Christmas) and not a once off event caused by:
 - A. Unplanned and/or extended team member absences.
 - B. A temporary spike in sales activity.
- b. The leader will review and discuss with team members the details provided by team members.
- c. Woolworths may consider the following outcomes, as appropriate, but is not required to take the following actions:
 - i. Explore team planning options to ensure there are sufficient team members at the times and days identified.
 - ii. Select the best alternative to meet team planning requirements that meets the rostering principles under this Agreement and store budget.
 - iii. Agree to a timetable for agreed actions.

2.9. Online training

- a. All training that must be completed as a requirement of a team member's role will be completed during rostered hours. Training performed outside of a team member's rostered hours will only be paid if:
 - i. the team member has been directed to complete the training by Woolworths; and
 - ii. Woolworths has agreed in writing before the training occurs, that the training can be completed outside of a team member's rostered hours.

3. Starting work and classifications

3.1. Terms of engagement

- a. When a team member starts working at Woolworths, Woolworths will inform each team member:
 - i. Whether they are employed on a full-time, part-time or casual basis;
 - ii. What their classification is;
 - iii. For full-time and part-time team members, what their standard roster is – including the days, times and hours for that team member; and
 - iv. Their base rate of pay.

3.2. Types of employment

- a. A full-time team member means a permanent team member who is engaged to work 152 hours in a 4-week cycle.
- b. A part-time team member means a permanent team member who is not a full-time team member and who is engaged for an agreed number of hours of no more than 144 hours in a 4-week cycle.
- c. A casual team member has the same meaning as “casual employee” as defined in section 15A of the Fair Work Act.

3.3. Probationary period

- a. Full-time and part-time team members are subject to a 6-month probationary period when they commence employment with Woolworths. Woolworths or the team member can end the team member’s employment by giving 1 weeks’ notice during the probationary period.

3.4. Classifications

- a. Woolworths will classify all team members who are covered by this Agreement according to the structure that is contained in Appendix A of this Agreement. Woolworths will advise team members of their classification, and of any changes to their classification, in writing.
- b. The classification by Woolworths will be according to the skill level (or levels) that are required to be used by the team member in order to perform the principal functions of their employment as determined by Woolworths.
- c. Woolworths will not require any team member, regardless of their classification, to clean toilets unless the team member has been specifically engaged by Woolworths in a cleaning role (as part of Proactive Services) or is working a cleaning shift as per clause 8.4.i or clause 8.6.g.
- d. Woolworths will have discretion to allocate any duties or tasks amongst team members, to be performed in any part of the store, provided that the team member has appropriate skills and training and the duties fall within the scope of their classification.

4. Wages and superannuation

4.1. Base rates of pay

- a. The current base rates of pay apply to team members covered by this Agreement:

Classification	Base Rate of Pay (Hourly)	Base Rate of Pay (Weekly)
Store Team Member Level 1	\$25.1253	\$954.76
Store Team Member Level 2	\$25.6932	\$976.34
Store Team Member Level 3	\$26.0966	\$991.67
Store Team Member Level 4	\$26.6076	\$1011.09
Store Team Member Level 5	\$27.6889	\$1052.18
Store Team Member Level 6	\$28.2479	\$1073.42
Clerical Assistant Level 1	\$25.1253	\$954.76
Clerical Officer Level 2	\$26.4653	\$1005.68
Clerical Officer Level 3	\$27.7605	\$1054.90
Tradesperson Level 4	\$27.6537	\$1050.84
Tradesperson Level 5	\$28.1171	\$1068.45

- b. The hourly wage rate equivalent above is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the weekly rate will prevail.
- c. Casual team members will be paid the base hourly rate of pay plus a casual loading of 25%, or any other applicable loading or penalty as specified in this Agreement, for all hours worked. This 25% casual loading is instead of the entitlements which casual team members do not receive under the terms of this Agreement or the NES (such as annual leave and personal leave). A casual team member is not entitled to be paid a penalty on a penalty, and the rates set out in the penalty rates table in clause 6.2 are inclusive of the 25% casual loading.

4.2. Higher duties

- a. If engaged for 2 hours or less during 1 day or shift on duties carrying a higher rate than their ordinary classification, the team member is to be paid the higher rate for the time they worked on those duties only.
- b. Team members engaged for more than 2 hours during 1 day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift.

4.3. Increases to base rates of pay

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

Date of increase (first full pay period on or after)	Increase amount
1 July 2024	At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review decision taking effect July 2024
1 July 2025	At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review decision taking effect July 2025
1 July 2026	At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review decision taking effect July 2026
1 July 2027	At the rate of the percentage increase that is ordered by the FWC in its Annual Wage Review decision taking effect July 2027

4.4. Junior rates

- a. Any team member who is a Store Team Member Level 1 or Clerical Assistant Level 1 and who is under the age of 20 will receive the following percentage of the base rate of pay for their relevant classification.

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

- b. Any team member in a classification other than Store Team Member Level 1 or Clerical Assistant Level 1 who is under the age of 20 will receive 100% of the adult base rate of pay for that classification.

4.5. Apprentices

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

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

- b. An adult apprentice is an apprentice who is 20 years of age or older at the commencement of their apprenticeship. An adult apprentice will be paid the higher of the Store Team Member Level 1 base rate or the relevant percentage of the Tradesperson Level 4 base rate for the current stage of their apprenticeship. This applies to apprentices joining Woolworths or existing team members who choose to commence an apprenticeship when they are already employed by Woolworths.
- c. Provided that if, immediately before entering into a training agreement as an adult apprentice, a team member was employed by Woolworths and covered by this Agreement either as a full-time team member for not less than 6 months, or as a part-time or regular casual team member for not less than 12 months, then the team member will be paid the higher of their base rate of pay that applied immediately before they entered into the training agreement, or the applicable apprentice rate in accordance with clause 4.5.b.
- d. Stages of entry, exit and progression requirements for apprentices:

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

4.6. School-based apprentices

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

4.7. Traineeship wages

- a. Team members undertaking a Traineeship (Trainees) will be paid in accordance with clause 4.1 of this Agreement for the appropriate classification. Trainees will be classified in the same way as other team members who are not undertaking a Traineeship. Provided that a Trainee will be paid an hourly rate which is at all times at least 1.25% above the minimum rate prescribed in Schedule E of the *Miscellaneous Award 2020* for the Trainee's classification.
- b. All Trainees who complete their Traineeship will be offered ongoing employment at no less than the hours they worked as Trainees.
- c. Further entitlements and obligations of Trainees are set out in Appendix B of this Agreement.

4.8. Supported wages

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

4.9. Payment of wages

- a. Wages for the week (Monday to Sunday) will be paid on the same day of each week by electronic funds transfer, within 3 days of the end of each pay period. Woolworths will only change the pay day if there is a public holiday that impacts bank trading. Woolworths will then give team members at least 4 weeks' written notice specifying the changed pay day, which will be as close to the normal pay day as possible.
- b. Wages will be paid according to the actual hours worked each week, less applicable tax. In the case of full-time team members who work a 6/4 roster (6 days in one week, 4 days in the next), wages will be averaged for the 4-week cycle.
- c. Where employment ends and a team member is owed pay on termination, such payment will be made on the next pay day or within 7 days of the date of termination.

4.10. Superannuation

- a. Team members under the age of 18 must work 30 hours or more per week to be eligible to receive superannuation contributions. If the superannuation legislation changes during the term of this Agreement to widen eligibility for superannuation contributions, Woolworths will pay superannuation to any team member who becomes eligible.
- b. On behalf of eligible team members, Woolworths will make monthly (unless otherwise required by law) superannuation contributions of (currently) 11% of the team member's Ordinary Time Earnings or such other percentage consistent with the Superannuation Guarantee (Administration) Act 1992 (Cth).
- c. Woolworths will pay such contributions into the team member's nominated superannuation fund, or if no nomination has been made, into the team member's stapled superannuation account. If the team member does not have a stapled superannuation fund, Woolworths will pay such contributions into the default fund which is the Retail Employees Superannuation Trust (REST) which is an industry superannuation fund for the retail industry. If the team member does not have a stapled fund and wishes to nominate REST as their fund of choice, no choice form is required, and contributions will be made into REST as the default fund.
- d. A team member can change their superannuation fund nomination at any time during their employment with Woolworths by notifying Woolworths in writing using the applicable form.
- e. The Meat Industry Employees Superannuation Fund (MIESF) is an industry superannuation fund for the meat industry and team members may nominate MIESF as their fund of choice.
- f. **Absence from work**
 - i. Subject to the governing rules of the relevant superannuation fund, Woolworths must also make the superannuation contributions provided for in clause 4.10.b. and pay the amount authorised under clause 4.10.g:
 - A. while an eligible team member is on any paid leave;
 - B. for the period of absence from work (subject to a maximum of 52 weeks) of the eligible team member due to work-related injury or work-related illness provided that:
 - the team member is receiving workers compensation payments or is receiving regular payments directly from Woolworths in accordance with the statutory requirements; and;
 - the team member remains employed by Woolworths and is eligible to receive superannuation.
- g. **Additional superannuation contributions – Post Tax**
 - i. An eligible team member can make their own post-tax superannuation contributions or can direct Woolworths in writing to set up regular post-tax contributions to the same superannuation fund that the team member's superannuation is paid into, this must be done in writing using the form provided on the Woolworths intranet.
- h. **Additional superannuation contributions - Salary Sacrifice**
 - i. An eligible team member may direct Woolworths to pay a portion of their wages as additional superannuation contributions (salary sacrifice contributions) into the team member's nominated superannuation fund (which must be the same fund that their superannuation contributions under clause 4.10.c are paid into).

- ii. A team member who wishes to make salary sacrifice contributions must direct Woolworths in writing to make such contributions using the form provided on the Woolworths intranet or such other form or application as advised by Woolworths.
 - iii. Upon receiving written direction, Woolworths will commence making the salary sacrifice contributions on a monthly basis on behalf of the team member.
 - iv. A team member may vary the amount of their salary sacrifice contributions not more than twice per year. A team member can commence, vary or cease salary sacrifice contributions at any time during a financial year, and must do so in writing using such form or application as advised by Woolworths.
- i. **Additional superannuation and relationship with wages**
- i. Any amount paid by Woolworths on behalf of the team member under clause 4.10.g or clause 4.10.h is deemed to be paid in satisfaction of Woolworths' obligation to pay the team member's wages set out in the Agreement.
 - ii. It will not be a breach of this Agreement if the actual wages paid to the team member fall below the rates set by this Agreement solely because of the payment of additional superannuation contributions under this clause on a pre-tax basis. Where a team member elects to salary sacrifice, overtime rates, loadings, termination payments and superannuation contributions made by Woolworths on the team member's behalf will be based on the team member's pre-salary sacrifice wage.
- j. **Superannuation During Parental Leave**
- i. Woolworths will make superannuation contributions at the minimum applicable superannuation guarantee rate for up to twelve months for eligible team members who are Primary Caregivers while they are on paid and unpaid parental leave. Woolworths will calculate superannuation contributions at the team member's base rate of pay based on their contracted base hours (as agreed in their standard roster) and up to the maximum superannuation contribution base for the relevant quarter.
 - A. The superannuation contributions referred to at clause 4.10 j.i will not be made for any period where a team member is directly or indirectly receiving a superannuation payment from the Federal Government (unless Woolworths is otherwise required by law to make superannuation contributions). Where the superannuation payment from the Federal Government is less than the amount the team member would otherwise receive from Woolworths, Woolworths will make superannuation contributions as necessary to make up the difference.
 - B. Primary Caregiver means a team member who has primary responsibility for the care of:
 - a newborn baby of the team member (including following a surrogacy arrangement); or
 - a child who is under 16 years of age and has just been placed with the team member for adoption or long-term foster care or as a result of a Court or guardianship order (including permanent care order);
 immediately after the child's birth or placement. A team member and their partner cannot both have primary responsibility for the child for the purposes of this definition.
 - C. Eligible team members must be employed by Woolworths as a permanent team member prior to their first day of parental leave.
 - ii. While eligible team members are on leave "at half pay" during the first twelve months of parental leave, superannuation contributions will be made for the full leave period (including the unpaid component of the leave "at half pay").

5. Allowances and reimbursements

5.1. Payment of allowances and reimbursements

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

5.2. Allowance table

Allowance	Application
Special clothing allowance	<p>Where a team member is required to wear or use protective gear, this will be provided, maintained, repaired, laundered and replaced (when required) by Woolworths. Woolworths will train team members in the appropriate use of protective gear.</p> <p>Examples of protective gear are:</p> <ul style="list-style-type: none"> • Gum boots for work in wet areas • White coats for meat team members, also available to seafood team members on request • Hats and sunscreen lotion for outdoor work • Insulated gloves and insulated parkas for cold and freezer areas <p>Where Woolworths requires a team member to wear special clothing such as a uniform, dress or other clothing then Woolworths will reimburse the cost of purchasing such clothing and the cost of replacement items when replacement is due to wear and tear. This will not apply where the special clothing has been supplied or paid for by Woolworths.</p> <p>Woolworths will never require a team member to wear any clothing which is revealing or offensive.</p> <p>Where Woolworths requires a team member to launder any special uniform, dress or clothing, the team member will be paid the following applicable allowance:</p> <ol style="list-style-type: none"> a. For a full-time team member, \$6.25 per week. b. For a part-time or casual team member, \$1.25 per shift.
Cold work allowance	<p>Fridge Allowance: Woolworths team members who are principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets will be paid a cold work allowance of \$0.34 per hour, while so employed.</p> <p>Freezer Allowance: Woolworths team members who are required to work in a cold chamber where the temperature is below 0°C will also be paid (in addition to the Fridge Allowance above) a Freezer Allowance of \$0.52 per hour (a total of \$0.86 per hour), while so employed.</p> <p><i>"Required to work in a cold chamber"</i> means completing designated tasks such as cleaning, de-frosting or rearranging stock within a back-of-house freezer room.</p>
First aid allowance	<p>Where a team member holds an appropriate first aid qualification and is appointed by Woolworths to perform first aid duty they will be paid an allowance of \$12.94 each week.</p> <p>The first aid allowance will cease to apply when Woolworths no longer requires a team member to perform first aid duties, when a team member is no longer qualified or when a team member has elected to resign from first aid duties.</p>
Transport allowance	<p>Where Woolworths asks a team member to use their own motor vehicle in the performance of their duties, the team member will be paid an allowance of \$0.95 per kilometre.</p>
Recall allowance	<p>Unless otherwise agreed, where a team member is called back to work for any reason before or after completing their normal rostered shift or on a day that they did not work (for example, for some unforeseen emergency, including needing to reset an alarm), the team member will be paid overtime at the overtime rates in accordance with clause 10.5 for all hours worked with a minimum of 3 hours on each occasion.</p> <p>The time worked will be calculated from the time the team member leaves home until the time they return home, taking a direct route. Team members may be required to provide evidence of the time taken.</p> <p>Any recall to work will be disregarded for the purposes of calculating the rest period between the completion of work on one day and the commencement of work on the next day as per clause 7.3 and for the purposes of the rostering principles in clauses 8.2, 8.3 and 8.6.</p>

Liquor licence allowance	A team member who is required by law or by Woolworths to hold a liquor licence will be paid an extra \$30.85 per week.
Broken Hill allowance	A team member in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of \$1.12.

5.3. Reimbursement table

Reimbursement	Application
Travelling time reimbursement	<p>Where Woolworths requires a team member to work at a place away from their usual place of employment, all time spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time. In addition, any costs reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment will be reimbursed.</p> <p>Where Woolworths provides transport from a pick-up point, a team member will be paid travelling time for all time spent travelling from such pick-up point and returning to such pick-up point.</p> <p>The rate of pay for travelling time will be the base rate of pay, except on Sundays and public holidays when it will be time and a half.</p>
Excess travelling costs reimbursement	Where Woolworths asks a team member to move from one store to another for a temporary period that is 3 weeks or less, all additional transport costs over and above the team member's usual transport costs will be reimbursed by Woolworths.
Relocation of team member reimbursement	If Woolworths relocates a team member's role from one store to another store, and the distance between the two stores is such that it reasonably requires the team member to relocate their place of residence, then Woolworths will be responsible for and will pay the whole of the moving expenses, including fares and transport charges, for the team member and the team member's family who reside with the team member at the time of the transfer.
Transport of team members reimbursement	<p>If:</p> <ul style="list-style-type: none"> a team member (who is not engaged as a shiftworker under this Agreement) starts or finishes work after 10:00pm, or prior to 7:00am on any day; and the team member's regular means of transport is not available; and following reasonable attempts to do so, the team member is unable to arrange their own alternative transport; <p>then Woolworths will reimburse the team member for the cost of a taxi or ride-share fare from the place of employment to the team member's usual place of residence. This will not apply if Woolworths provides or arranges proper transportation to and/or from the team member's usual place of residence, at no cost to the team member. Provided always that a team member may elect to provide their own transport.</p>

6. Hours of work and penalty rates

6.1. Hours of work

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

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

- b. Hours worked outside the span of hours in clause 6.1.a may be treated as part of the team member's ordinary time:
 - i. for full-time and part-time team members where:
 - A. there is agreement between Woolworths and the team member, which can be given by electronic means including where the team member enters their standard roster in an electronic platform (which is accepted by Woolworths) or accepts a standard roster in an electronic platform (which has been entered by Woolworths). Woolworths or the team member may withdraw their agreement by giving at least 28 days' notice in writing; and
 - B. the team member receives the applicable penalty rates set out in the penalty rates tables in clause 6.2, which are equivalent to the appropriate overtime rate.
 - ii. for casual team members, the team member receives the applicable penalty rates set out in the penalty rates table in clause 6.2, which are equivalent to the appropriate overtime rate.
- c. The hourly rates of pay (including penalty rates) that will apply for each hour of work performed are set out in clause 6.2.

6.2. Penalty rates table

Days of the week	Hours	Full-time and part-time rates of pay	Casual rates of pay (penalty rates are inclusive of 25% casual loading)
Monday Tuesday Wednesday Thursday Friday	7:00am to 6:00pm	Base rate	Base rate + 25%
Saturday	7:00am to 11:00pm	Base rate + 25%	Base rate + 50%
Monday through Saturday	11:00pm to 7:00am	First 3 hours: base rate + 50% Additional hours in this span over 3 hours: Base rate + 100%	First 3 hours: base rate + 75% Additional hours in this span over 3 hours: Base rate + 125%
Sunday	Midnight to 9:00am	Base rate + 100%	Base rate + 125%
	9:00am to 11:00pm	Base rate + 50%	Base rate + 75%
	11:00pm to midnight	Base rate + 100%	Base rate + 125%

7. Breaks

7.1. Meal and rest breaks table

- a. A rest break (sometimes called a "tea break") is a 15-minute paid break that counts as time worked.
- b. A meal break is a 30 or 60 minute unpaid break that doesn't count as time worked, except for shiftworkers.
- c. Breaks will be agreed and taken as follows:

Time worked per shift	Rest break (paid)	Meal break (unpaid)
Less than 4 hours	No rest break	No meal break
4 hours and up to and including 5 hours	1 x 15 minute rest break	No meal break
More than 5 hours but less than 7 hours	1 x 15 minute rest break	1 x 30 minutes (or 60 minutes by agreement)
7 hours or more, but less than 10 hours	2 x 15 minute rest breaks	1 x 30 minutes (or 60 minutes by agreement)
10 hours or more	2 x 15 minute rest breaks	2 x 30 minutes (or 60 minutes by agreement)

- d. Meal breaks for shiftworkers are paid and count as time worked.

7.2. Break time principles

- a. The timing of meal breaks and their durations are to be included in the roster. The timing of meal breaks may be changed on the day of a shift due to operational requirements, by agreement. A team member will not work more than 5 consecutive hours without a meal break (unless taking an early mark under clause 7.2.d).
- b. A rest break will be counted and paid as time worked. The specified duration of the break includes any travel time to and from the place where the team member will take their break.
- c. Breaks are not to be taken within 1 hour of starting or finishing work, except where the team member has requested an "early mark" as per clause 7.2.d. Team members will not be required to take a rest break within 1 hour of taking a meal break.
- d. At the request of a team member, and by agreement with Woolworths, a team member who is rostered to work a shift, which is more than 5 hours and a maximum of 6 hours, may request to take their unpaid meal break immediately prior to the end of their shift. If this request is approved, the team member will not be required to stay at or return to the workplace at the end of their break (effectively, the team member can use the break as an "early mark").
 - i. "Early mark" shifts can only be worked by agreement between a team member and Woolworths, as follows:
 - A. where agreed prior to or during a shift (ad hoc basis); or
 - B. rostered in advance (on an ongoing basis).
 - ii. A team member or Woolworths can terminate an agreement to work "early mark" shifts on an ongoing basis by giving 4 weeks' written notice (including by electronic means). "Early mark" shifts cannot be made a condition of employment.
- e. A team member whose shift has a majority of ordinary hours after 10:00pm but before 6:00am (but is not a shiftworker) will be entitled to a paid crib break of 30 minutes duration when working more than 5 hours. This is instead of an unpaid meal break.
- f. A full-time, part-time or casual team member will not be required to work on a register for more than 8 hours on any one shift.
- g. Team members can take a toilet break or have a drink of water regardless of an entitlement to a rest break, subject to it not impacting on customer service. Team members working in service areas may keep bottled water with them, subject to any food safety requirements.

7.3. Breaks between work periods

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

8. Rosters and rostering principles

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

- a. At the start of their employment, full-time and part-time team members will be given an agreed standard roster which will specify:
 - i. The number of ordinary hours to be worked each week (the team member's contract hours);
 - ii. The days of the week that the work is to be performed; and
 - iii. The starting and finishing times of work for each day of the week on which work is to be performed.
- b. Woolworths will display and communicate, via electronic means, the store roster for each day of the week and will retain electronic copies of rosters for at least 12 months.

8.2. Rostering principles – full-time team members

- a. A full-time team member will be rostered for an average of 38 hours per week, worked in any of the following forms (or over a longer averaging period by agreement between Woolworths and the team member):
 - i. 38 hours in 1 week;
 - ii. 76 hours in 2 consecutive weeks;
 - iii. 114 hours in 3 consecutive weeks; or
 - iv. 152 hours in 4 consecutive weeks.
- b. A standard roster for a full-time team member must meet the following principles:

Rostering principle	Team member entitlement
Minimum number of hours per day	4 hours
Maximum number of ordinary hours worked per day	9 hours (with up to 11 hours on 1 day each week, unless a 4 day work week has been agreed as per clause 8.2.h).
Maximum number of engagements per day	1
Minimum break between shifts	12 hours (or less than 12 hours but no less than 10 hours by written agreement including by electronic means – see clause 7.3).
Maximum number of days on which ordinary hours can be worked each week	5 days (or 6 days in one week, if no more than 4 days the next week).
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative arrangements by agreement). At least once each fortnight: The 2 consecutive days off are either Fri/Sat, Sat/Sun or Sun/Mon (or alternative arrangements by written agreement).
Regularly working Sundays	A team member who works ordinary hours on at least 3 Sundays in a 4-week roster cycle is entitled to 3 consecutive days off (including a Saturday and Sunday) in the 4-week cycle (or alternative arrangements by agreement).
Maximum number of ordinary hours worked in a 4-week roster cycle	152 hours
Maximum days on which ordinary hours can be worked in a 4-week roster cycle	19 days (or 20 by written agreement).

- c. For the purposes of clause 8.2.b, an agreement to an alternative arrangement in relation to consecutive days off, regularly working Sundays and break between shifts includes where the team member enters a standard roster in an electronic platform (which is accepted by Woolworths) or accepts a standard roster in an electronic platform, which contains an alternative arrangement. Woolworths will notify team members that if they accept the roster, they are agreeing to an alternative arrangement which can be terminated by the team member by giving 4 weeks' written notice to Woolworths.
- d. It cannot be made a condition of employment that the team member agrees to an alternative arrangement in relation to consecutive days off or regularly working Sundays. If a team member has agreed to an alternative arrangement in relation to consecutive days off or regularly working Sundays, the arrangement will continue to operate even if the team member's standard roster changes, unless the team member terminates the alternative arrangement. The team member can terminate an alternative agreement by giving 4 weeks' written notice to Woolworths.
- e. All rosters for full-time team members will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle unless agreement exists between Woolworths and the team member to work a 20-day

standard roster. A team member can agree to a 20-day roster by entering a standard roster via electronic means (which is accepted by Woolworths), or by accepting a standard roster in electronic form which includes 20 days in a 4-week roster cycle.

- f. A 19-day standard roster should not be unnecessarily different to an alternative 20-day roster.
- g. Any team member working a 20-day standard roster can elect at any time to convert to a 19-day roster by giving Woolworths 4 weeks' notice.
- h. **Four day week - full-time team member**
 - i. Woolworths recognises that some full-time team members benefit from working their hours across a reduced number of days (e.g. to accommodate family responsibilities or other commitments).
 - ii. By agreement with Woolworths, full-time team members can be rostered to work their ordinary hours over not more than 16 days per 4-week roster cycle provided that:
 - A. the team member will be required to work up to 4 weekend shifts (i.e a Saturday or a Sunday) over the 4-week roster cycle (unless otherwise agreed);
 - B. the team member may be rostered to work additional weekend shifts by agreement; and
 - C. the maximum ordinary hours per day will be 9.5 hours; and
 - D. the maximum days per week will be 4 days.
 - iii. overtime provided in clause 10.2.a.ii will not apply and instead overtime rates will be paid for all hours worked in excess of 16 days per 4-week cycle; and
 - iv. overtime provided in clause 10.2.a.iii will not apply and instead overtime rates will be paid for all hours worked in excess of 9.5 hours on a day.

8.3. Rostering principles – part-time team members

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

Rostering principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of ordinary hours worked per day	9 hours (with up to 11 hours on 1 day each week).
Maximum number of engagements per day	1
Minimum break between shifts	12 hours (or less than 12 hours but no less than 10 hours by written agreement including by electronic means – see clause 7.3).
Maximum number of ordinary hours which can be worked each week	38 hours
Maximum number of days on which ordinary hours can be worked each week	Up to 5 days (or 6 days in 1 week, if no more than 4 days the next week).
Maximum number of consecutive days worked	6 days
Consecutive days off	2 consecutive days off per week or 3 consecutive days off in a fortnight (or alternative arrangements by agreement). At least once each fortnight: 2 consecutive days off which are either Fri/Sat, Sat/Sun or Sun/Mon or alternative arrangements by written agreement).
Regularly working Sundays	A team member who works ordinary hours on at least 3 Sundays in a 4-week roster cycle is entitled to 3 consecutive days off (including a Saturday and Sunday) in the 4-week cycle (or alternative arrangements by agreement).
Maximum number of ordinary hours worked in a 4-week roster cycle	144 hours
Maximum days on which ordinary hours can be worked in a 4-week roster cycle	20 days

- b. Until 22 June 2025, a part-time team member's contract hours will be an agreed number of hours, between 40 and 144 hours per 4-week cycle. From 23 June 2025 a part-time team member's contract hours will be an agreed number of hours, between 48 and 144 hours per 4-week cycle.
 - i. Provided that a team member may elect contract hours of no less than 40 hours per 4-week cycle.
- c. For the purposes of clause 8.3.a, an agreement to an alternative arrangement in relation to consecutive days off, regularly working Sundays and break between shifts includes where the team member enters a standard roster in an electronic platform (which is accepted by Woolworths) or accepts a standard roster in an electronic platform, which contains an alternative arrangement. Woolworths will notify team members that if they accept the roster, they are agreeing to an alternative arrangement which can be terminated by the team member by giving 4 weeks' written notice to Woolworths.
- d. It cannot be made a condition of employment that the team member agrees to an alternative arrangement in relation to consecutive days off or regularly working Sundays. If a team member has agreed to an alternative arrangement in relation to consecutive days off or regularly working Sundays, the arrangement will continue to operate even if the team member's standard roster changes, unless the team member terminates the alternative arrangement. The team member can terminate an alternative agreement by giving 4 weeks' notice to Woolworths.
- e. A part-time team member who works their standard roster over an average of 5 days per week can, by agreement with Woolworths and subject to operational requirements, be rostered to instead work their ordinary hours over not more than 16 days per 4-week roster cycle subject to the rostering principles in clause 8.3.

8.4. Part-time flex-up – additional hours

- a. In addition to working their contract hours as per their standard roster, a part-time team member can be offered additional hours based on the operational needs of Woolworths (additional hours). Additional hours may change with operational needs and are not guaranteed to be offered. The team member may accept the additional hours on the terms below, or the team member can decline the additional hours without penalty.
- b. Additional hours are offered on a voluntary basis in addition to the team member's existing standard roster, and a team member may accept additional hours up to a maximum of 38 hours (contract hours + additional hours combined) in any 1 week. The team member needs to provide their consent to the additional hours in writing before the additional hours are worked.
- c. A part-time team member can choose to provide standing consent and their personal availability (in writing) in order to work additional hours, provided such standing consent may be varied or revoked by the team member at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by Woolworths and provided to the team member on request. This may be provided by electronic means as noted above. For clarity, the provision of standing consent and availability does not require a team member to accept additional hours (even if those hours fall within their stated availability) and they may continue to decline any additional hours that may be offered.
- d. Additional hours will be paid at the team member's base rate of pay and treated as ordinary hours for all other purposes of this Agreement, including any penalty rates or loadings applicable to the hours worked, the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.
- e. A part-time team member will not be rostered to work a total number of hours (contract hours + additional hours combined) in excess of 144 hours in any 4-week cycle without the payment of overtime rates.
- f. A part-time team member is entitled to apply for annual leave in accordance with clause 13, on a day or days they have agreed, and been rostered, to work additional hours in accordance with clause 8.4. A part-time team member may take annual leave as per their contract hours or as per their contract hours plus additional hours.
- g. In the event a part-time team member cannot work any agreed and rostered additional hours due to illness or injury, the team member is entitled to use personal leave in accordance with clause 14.
- h. Subject to appropriate skills and availability, and all things being equal, any extra hours of work will be offered to part-time team members before they are offered to casual team members (where practicable).
- i. **Cleaning shifts - additional hours**
 - i. A part-time team member who is covered by this Agreement but is not specifically engaged by Woolworths in a cleaning role may elect, at their discretion, to be offered additional hours by way of undertaking cleaning shifts. Such an election will be made in writing using the appropriate form.

- ii. A team member's decision to undertake cleaning shifts under this clause is voluntary and will not be made a condition of employment. Cleaning shifts will be rostered in advance.
- iii. Team members will be provided with any training required to undertake cleaning shifts under this clause.
- iv. A team member may withdraw their election to undertake cleaning shifts under this clause at any time. However, any withdrawal of the election must be provided in writing and at least seven days before the commencement of the next rostered cleaning shift.

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

- a. Once a part-time team member has been working additional hours for at least 6 months, the team member can elect to increase their contract hours by the average number of additional hours worked each week in the previous 26 weeks. This is excluding any hours worked as part of a fixed-term contract or temporary assignment under clause 12, and excluding any time rostered outside of this Agreement.
- b. Woolworths will then increase the team member's contract hours and adjust the team member's standard roster to add the new hours at times and days suitable to the team member, subject to the operational needs of Woolworths.
- c. A team member can elect to increase their contract hours on a 6 monthly basis at the end of each further 26 week period if the team member is continuing to accept additional hours on top of their contract hours.
- d. In exceptional circumstances that have given rise to a period where Woolworths does not have additional hours to roster (including a renovation or refurbishment, a natural disaster or the entry of new competition), Woolworths can delay the implementation of an increase to a team member's contract hours by up to 3 months.
- e. If, under this provision, a part-time team member works additional hours and over a period of time increases their contract hours to 36 hours per week, and they work 36 hours per week for 6 months, then the team member may elect to become a full-time team member working 38 hours per week.
- f. When Woolworths proposes to change a part-time team member's standard roster the provisions of clause 8.5 can be used by the team member during consultation about the roster change and clause 9.1.d will also apply.

8.6. Rostering principles – casual team members

- a. Casual team member hours of work must meet the following principles:

Rostering principle	Team member entitlement
Minimum number of hours per day	3 hours
Maximum number of ordinary hours worked per day	9 hours (with up to 11 hours on one day each week).
Maximum number of engagements per day	1
Minimum break between shifts	12 hours (or less than 12 hours but no less than 10 hours by written agreement including by electronic means – see clause 7.3).
Maximum number of ordinary hours worked each week	38 hours
Maximum number of days on which ordinary hours can be worked each week	Up to 5 days (or 6 days in one week by mutual agreement, provided that a casual team member will not work more than 20 starts in one 4-week cycle)
Maximum number of consecutive days worked	6 days

- b. Where practicable, Woolworths will notify casual team members of their anticipated days and hours of work for the following week at least 5 days before the start of the week.
- c. If a casual team member's roster is not made available in accordance with clause 8.6.b, Woolworths will tell the team member about their roster as soon as possible – including notifying the team member in person, by

phone, voicemail, text message, email or via an application, or any other method of communication the team member prefers.

- d. Shift start times may only be changed if Woolworths contacts the team member before they have arrived for the start of the shift.
- e. Once a roster has been communicated to a casual team member, where that roster changes and the change affects a casual team member, then Woolworths must let the team member know about the change as efficiently as practicable which may be in person, by phone, voicemail, text message, email or via an application or any other method of communication that the team member prefers.
- f. If a casual team member needs to temporarily change their availability to not be rostered to attend to studies or exams they may notify Woolworths and be given appropriate consideration for roster changes without prejudice to being rostered to work again in the future.
- g. **Cleaning shifts - casual team members**
 - i. A casual team member who is covered by this Agreement but is not specifically engaged by Woolworths in a cleaning role may elect, at their discretion, to be offered cleaning shifts. Such an election will be made in writing using the appropriate form.
 - ii. A team member's decision to undertake cleaning shifts under this clause is voluntary and will not be made a condition of employment. Where practicable, cleaning shifts will be rostered in advance.
 - iii. Team members will be provided with any training required to undertake cleaning shifts under this clause.
 - iv. A team member may withdraw their election to undertake cleaning shifts under this clause at any time. However, any withdrawal of the election must be provided in writing and with at least seven days' notice to Woolworths.

8.7. Casual team member seeking to change to permanent employment (Employee Choice Pathway)

- a. Casual team members who have been employed for at least six months, in accordance with Division 4A of Part 2-2 of the Fair Work Act, may request to become a part-time or a full-time team member. Woolworths may accept or not accept such a request in accordance with Division 4A of Part 2-2.
- b. Woolworths will give casual team members the Casual Employment Information Statement in accordance with the NES.

8.8. Cross store and cross brand work

- a. Woolworths may offer, or a team member may request, the ability to work at:
 - i. a Woolworths Supermarkets store;
 - ii. a Woolworths Metro store;
 - iii. a Customer Fulfilment Centre or eStore; or
 - iv. a BIG W store.
- b. All team members will be engaged at a home store (or, in the case of Proactive Services team members and team leaders, engaged at a home store/site but required to perform duties at multiple stores/sites, a hub).
- c. A team member may, by agreement in writing, work a complete shift or within the same shift, at a location other than their home store either on an ad hoc or ongoing basis.
- d. Complete shift - Where a team member agrees to work a complete shift at a location other than their home store, that location is treated as their usual place of employment for that shift and for the purposes of clauses 5.2 and 5.3.
- e. Same shift -
 - i. A team member may elect to work at multiple locations within the same shift.
 - ii. Woolworths will consider the distance between the locations and the duties required to be performed at each location. Woolworths, in its sole discretion, will determine whether it is reasonable for work to be performed at those locations.
 - iii. If Woolworths agrees to the team member working at the proposed locations within the same shift, Woolworths will notify the team member accordingly.
 - iv. Any such shift will be treated as one shift for all purposes of this Agreement. Any time spent travelling between locations will be treated as time worked.
 - v. Team members are entitled to meal and rest breaks in accordance with this Agreement and will not be required to take any such breaks in the period spent travelling between locations. For the avoidance of doubt, breaks may be taken before departing the first location or upon arrival at the second location.

- f. The rostering provisions in this Agreement will apply in relation to work undertaken in the team members' home store or another location.
- g. A team member will be paid at the rate commensurate with the duties performed at the location where they are performed in accordance with this Agreement and subject to clause 8.8.h.
- h. When a team member works across multiple locations, the team member will be paid for the duties performed at the highest rate applicable, at:
 - i. their home store, or
 - ii. the other location where the team member performed the work.
- i. Team members who elect to work across multiple stores will complete the appropriate form as their agreement to do so. An election to work across multiple sites will not be a condition of employment. A team member may withdraw their agreement to work across multiple locations or vary the nominated stores by giving 28 days' notice in writing. A team member acknowledges that this may result in a decrease in their total contract hours.
- j. Woolworths may also withdraw its agreement by providing 28 days' notice in writing. Where team members work cross store or cross brand as part of their standard roster or regular hours of work, Woolworths will comply with clause 9 of this Agreement.
- k. Nothing in this clause 8.8 restricts Woolworths' ability to issue a direction to team members (in accordance with a contract of employment or otherwise) in relation to the location for the performance of work.

9. Roster changes

9.1. Change of standard roster

- a. At times Woolworths will need to make changes to standard rosters. When contemplating such roster changes, Woolworths will be mindful of the team member's needs, including family or carer responsibilities, secondary and tertiary study commitments, religious observance, safe transport home, and any genuine organised sporting commitments which the team member is actively competing in.
- b. Woolworths will not frequently change a team member's standard roster.
- c. Woolworths will give the team member at least 7 days' notice of a change to their standard roster, however by agreement between a team member and Woolworths, a roster may be changed on less than 7 days' notice.
- d. Woolworths will consult with a team member about a proposed standard roster change by providing the impacted team member with information about the proposed change and inviting the team member to provide their views on the impact of the proposed change. Woolworths' consultation obligations are set out in clause 9.2 of this Agreement.
- e. If a team member disagrees with a proposed change to their standard roster, they will be given at least 14 days' notice instead of 7 days' notice, and during that time there will be discussions between the team member and Woolworths aimed at resolving the dispute about the roster change in accordance with the dispute resolution procedure in clause 23.
- f. Where a team member's roster is changed for a once only event and the roster reverts to the previous pattern the following week, any extra work done by the team member as a result of the roster change will be paid at overtime, except where the change is by mutual agreement.
- g. Standard rosters will not be changed for the purpose of avoiding any entitlements under this Agreement.
- h. A full-time or part-time team member may arrange to swap an individual shift with another team member. Any arrangement to swap a shift must be:
 - i. genuinely agreed to by both team members; and
 - ii. compliant with all provisions of this Agreement; and
 - iii. not result in any additional expense to Woolworths; and
 - iv. approved by their Leader at least the day prior to the start of the shift. By agreement between the team members and Woolworths, less notice may apply.
- i. Due to unexpected operational requirements, a team member's standard roster for any given day may be changed in writing by mutual agreement between Woolworths and the team member prior to the team member commencing their shift.

9.2. Woolworths consultation obligations when making roster changes

- a. Where Woolworths proposes to introduce a change to the regular roster or ordinary hours of work of a team member or team members, Woolworths must notify the relevant team member(s) of the proposed change.
- b. The relevant team member(s) may appoint a trade union or another person as their representative for the purposes of the procedures in this clause.
- c. Woolworths must recognise a team member's (or team members') representative, if:
 - i. a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
 - ii. the team member or team members advise Woolworths of the identity of the representative.
- d. As soon as practicable after proposing to introduce the change, Woolworths must:
 - i. discuss with the relevant team member the introduction of the change; and
 - ii. for the purposes of the discussion, provide to the relevant team members:
 - A. all relevant information about the change, including the nature of the change; and
 - B. information about what Woolworths reasonably believes the effects of the change on the team members will be; and
 - C. information about any other matters that Woolworths reasonably believes are likely to affect the team members; and
 - D. invite the relevant team members to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- e. However, Woolworths is not required to disclose confidential or commercially sensitive information to the relevant team members.
- f. Woolworths must give prompt and genuine consideration to matters raised about the change by the relevant team members.
- g. For the purposes of this clause, "relevant team member" means the team members who may be affected by the change being proposed.
- h. If a part-time team member accepts additional hours under clause 8.4, this does not constitute a change to their regular roster for the purposes of this clause.

9.3. Night work roster changes – bakery and replenishment only

- a. Where a team member is a bakery production team member who works night work, or a replenishment team member who works night work (but who is not a shiftworker), this clause will apply.
- b. If a team member's roster is changed and the change reduces or eliminates the team member's night work, and that reduction or elimination of night work results in a decrease in the team member's total ordinary weekly earnings, then:
 - i. Woolworths will pay the team member the difference between their ordinary weekly earnings prior to the roster change and their ordinary weekly earnings after the roster change for a period of 8 weeks from the date of the roster change (and Woolworths may elect to pay this payment in a single lump sum instead of over 8 weeks); and
 - ii. If the team member's roster change results in the same or higher ordinary weekly earnings, then no additional payment is payable by Woolworths.
- c. This clause does not apply to shiftworkers or to any team member who voluntarily converts to becoming a shiftworker.
- d. For the purposes of this clause:
 - i. Bakery production team member means a team member whose primary duties are baking production and/or pastry cooking.
 - ii. Replenishment team member is a team member whose primary duties are replenishing and maintaining stock (sometimes referred to as night fill).
 - iii. Night work means ordinary hours of work between 10:00pm and 6:00am.

9.4. Request for flexible working arrangements

- a. Team members can make a written request to Woolworths to change their working arrangements due to the following circumstances:

- i. the team member is pregnant;
 - ii. the team member is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - iii. the team member is a carer;
 - iv. the team member has a disability;
 - v. the team member is 55 or older;
 - vi. the team member is experiencing family and domestic violence;
 - vii. the team member provides care or support to a member of their immediate family, or a member of their household, who requires care or support because they are experiencing family and domestic violence.
- b. A team member is not entitled to make the request unless:
- i. the team member has completed at least 12 months of continuous service with Woolworths immediately before making the request; and
 - ii. if the team member is casual, they have a reasonable expectation of continuing employment by Woolworths on a regular and systematic basis.
- c. For the purpose of calculating the period of continuous service under clause 9.4.b.i, where a team member has changed from casual employment to permanent employment, any period during which the team member was a regular casual team member of Woolworths is taken to be continuous service.
- d. The request must be in writing and must set out details of the change sought and of the reasons for the change.
- e. Woolworths must provide the team member with a written response to the request within 21 days, stating whether the request is granted, refused or setting out any agreed change(s) to the team member's working arrangements following an agreement being reached in accordance with clause 9.4.f that differs from that set out in the request.
- f. If, following a discussion between Woolworths and the team member, Woolworths and the team member reach an agreement about a change in working arrangements that differs from that initially requested by the team member, Woolworths must provide the team member with a written response to their request setting out the agreed change(s) in working arrangements.
- g. Woolworths may refuse a request only if:
- i. Woolworths has:
 - A. discussed the request with the team member; and
 - B. genuinely tried to reach an agreement with the team member about making changes to the team member's working arrangements to accommodate the circumstances referred to in clause 9.4.a;
 - ii. Woolworths and the team member have not reached such an agreement;
 - iii. Woolworths has had regard to the consequences of the refusal for the team member; and
 - iv. the refusal is on reasonable business grounds.
- h. If Woolworths refuses the team member's request, the written response under clause 9.4.c must:
- i. include details of the reasons for refusal;
 - ii. set out Woolworths's particular business grounds for refusing the request;
 - iii. explain how those grounds apply to the request;
 - iv. either:
 - A. state whether or not there are any changes in working arrangements (other than the changes requested in accordance with clause 9.4.a. or those discussed in accordance with clause 9.4.d that Woolworths can offer the team member to better accommodate their circumstances and set out any changes in working arrangements that can be offered; or
 - B. state that there are no such changes;
 - v. set out the dispute resolution options under sections 65B and 65C of the Fair Work Act.
- i. Without limiting what are reasonable business grounds for the purposes of clause 9.4.g.iv, reasonable business grounds for refusing a request include the following:
- i. that the request would be too costly or likely to result in a significant loss in efficiency or productivity;
 - ii. that there is no capacity, or it is impractical, to change the working arrangements of other team members, or recruit new team members, to accommodate the request;

- iii. that the request would be likely to have a significant negative impact on customer service.
- j. The dispute resolution options available under sections 65B and 65C of the Fair Work Act will apply to the extent of any inconsistency in relation to a dispute raised under clause 23 of this Agreement.

10. Overtime

10.1. Reasonable overtime

- a. Woolworths can require a team member to work reasonable overtime at overtime rates in accordance with this clause.
- b. A team member can refuse to work overtime where working overtime would be unreasonable having regard to:
 - i. the team member's health and safety;
 - ii. the team member's personal circumstances including any family responsibilities;
 - iii. the needs of the workplace;
 - iv. the amount of notice given by Woolworths in relation to working overtime and the amount of notice given by the team member of their intention to refuse overtime;
 - v. whether overtime payments, penalty rates or other compensation are payable for working additional hours;
 - vi. the nature of the team member's role, and their level of responsibility;
 - vii. any other relevant matter.

10.2. Overtime for full-time team members

- a. Full-time team members will be paid overtime rates for all hours worked outside of the rostering principles in clause 8.2, including for all hours worked:
 - i. in excess of 152 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
 - ii. in excess of 19 days per 4-week cycle (for team members on a 19-start roster) or 20 days per 4-week cycle (for team members on a 20-start roster) or in the case of an arrangement under clause 8.2.h in excess of 16 days in a 4-week cycle;
 - iii. in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week or excess of 9.5 hours in one day in accordance with an arrangement under clause 8.2.h;
 - iv. outside the span of hours in clause 6.1.a, unless worked in accordance with clause 6.1.b.
- b. Clause 7.3 applies to hours worked without a 12-hour break (or any reduced break of not less than 10 hours agreed to in accordance with clause 7.3.c) between completion of work on one day and commencement of work on the next day.

10.3. Overtime for part-time team members

- a. Part-time team members will be paid overtime for all hours worked outside of the rostering principles in clause 8.3, including for all hours worked:
 - i. in excess of 144 hours per 4-week cycle in accordance with the roster provisions of this Agreement;
 - ii. in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
 - iii. in excess of 38 hours in any one week;
 - iv. outside the span of hours in clause 6.1.a, unless worked in accordance with clause 6.1.b;
 - v. in excess of a team member's contract hours except as provided for in clause 8.4 (flex-up).
- b. Clause 7.3 applies to hours worked without a 12-hour break (or any reduced break of not less than 10 hours agreed to in accordance with clause 7.3.c) between completion of work on one day and commencement of work on the next day.

10.4. Overtime for casual team members

- a. Casual team members will be paid overtime for all hours worked:
 - i. in excess of 38 ordinary hours per week or, where the casual team member works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;

- ii. in excess of 9 hours in one day unless the day is their permitted 11-hour day for the week;
 - iii. outside the span of hours in clause 6.1.a, unless worked in accordance with clause 6.1.b.
- b. Clause 7.3 applies to hours worked without a 12-hour break (or any reduced break of not less than 10 hours agreed to in accordance with clause 7.3.c) between completion of work on one day and commencement of work on the next day.

10.5. Overtime rates of pay

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

Day	Overtime rate	
	Full-time and part-time team members	Casual team members (includes casual loading)
Monday to Saturday inclusive	150% for the first 3 hours, 200% thereafter	175% for the first 3 hours, 225% thereafter
Sunday	200%	225%
Public Holidays	250%	275%

10.6. Overtime meal allowance

- a. A team member who is required to work more than one hour of overtime after their ordinary finish time, without being given 24 hours' notice, will be provided with a meal or paid a meal allowance of \$21.57.
- b. If the overtime worked exceeds 4 hours, a further meal allowance of \$19.56 will be paid.
- c. As required by clause 5.1(b) of this Agreement, the meal allowances payable under this clause must never be less than the equivalent allowances in the *General Retail Industry Award*.

11. Shiftwork

11.1. Application of shiftwork clause

- a. This clause will apply only to team members specifically employed as shiftworkers under this Agreement.
- b. For the avoidance of doubt, this clause does not apply to a team member who is not specifically employed as a shiftworker even if they work additional hours or overtime.

11.2. Shiftwork definition—other than baking production team members

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

11.3. Rates of pay for shiftwork

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

11.4. Baking production team members – early morning shifts

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

	Full-time and part-time rate	Casual rate (inclusive of casual loading)
Early morning shift - shifts commencing at or after 2:00am and before 6:00am		
Monday to Friday	Base rate + 12.5%	Base + 37.5%
Saturday	Base rate + 50%	Base + 75%
Sunday	Base + 100%	Base + 125%
Public Holiday	Public Holiday rates apply	Public Holiday rates apply
Night Shift - shifts commencing prior to 2:00am		
Monday to Friday	Base rate +30%	Base + 55%
Saturday	Base rate + 50%	Base + 75%
Sunday	Base + 100%	Base + 125%
Public Holiday	Public Holiday rates apply	Public Holiday rates apply

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

11.5. Rest breaks and meal breaks

- a. Notwithstanding clause 7 all rest pauses and meal breaks taken by shiftworkers are paid breaks and form part of the hours of work.

11.6. Rosters

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

11.7. Conversion to shiftwork

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

12. Fixed term contract or temporary assignment

12.1. Fixed-term contract or temporary assignment

- a. Woolworths can employ new team members on a fixed-term full-time or part-time contract. Entry into a fixed-term contract is voluntary, and Woolworths will provide team members with basic terms and conditions of a fixed-term contract before it is entered into, including the proposed start and end dates and contract hours.
- b. Woolworths can employ existing team members on a temporary assignment. Entry into a temporary assignment is voluntary, and Woolworths will provide team members with terms and conditions of a temporary assignment, before it is entered into, including:
 - i. the proposed start and end dates;

- ii. the number of contract hours agreed during the temporary assignment; and
- iii. confirmation that at the end of the temporary assignment the team member will revert to their existing position and terms and conditions of employment e.g. reverting to casual employment.
- c. A fixed-term contract or a temporary assignment may be between 2 and 52 weeks in duration. A parental leave cover fixed-term contract or temporary assignment can be up to 104 weeks in duration.
- d. A fixed-term contract may be extended once by mutual agreement provided that the total term does not exceed 104 weeks, except where the contract is being extended as a consequence of a parental leave extension then it may be extended as necessary to cover the parental leave absence.
- e. A team member on a fixed-term full-time or part-time contract or temporary assignment will receive all of the benefits that apply to permanent team members under this Agreement.
- f. Where an existing team member accepts a temporary assignment, they will continue to accrue all of their entitlements for the duration of the temporary assignment on the number of hours worked. At the conclusion of the temporary assignment the existing team member is entitled to return to their previous position without disadvantage and without breaking continuity of employment.
- g. Where a casual team member accepts a temporary assignment for full-time or part-time employment, they will accrue all appropriate entitlements; however any outstanding annual leave balance at the end of the temporary assignment will be paid to the team member if they revert to casual status.
- h. Hours worked on a fixed-term contract or temporary assignment do not count when calculating average weekly hours for the purposes of casual or part-time conversion under clauses 8.5 and 8.7 of this Agreement.

13. Annual leave

13.1. Annual leave entitlements

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

Employment Type	Entitlement
Full-time team members	4 weeks of paid 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. This will also include accrued leave entitlements as a result of working additional hours in accordance with clause 8.4. For example, a part-time team member who works 20 hours per week for 1 year will accumulate 80 hours of annual leave that year – the equivalent of 4 weeks work for that team member.
Casual team members	Not entitled to annual leave. Casual team members receive a 25% casual loading in lieu of paid leave entitlements.

- b. Where a public holiday in the place where the team member works falls on a day of paid annual leave, that day or part day is treated as a public holiday and will not be deducted from their annual leave entitlement.

13.2. Taking annual leave

- a. Annual leave will be taken at a time mutually agreed by Woolworths and the team member. Woolworths will respond to an annual leave request within 4 weeks. Consideration will be given to team member's requests for leave to coincide with their partner or spouses' leave. Team members are encouraged to plan and notify Woolworths of their annual leave as far as possible in advance.
- b. Annual leave will be taken in either:
 - i. a single period of 4 weeks; or
 - ii. such other periods as may be mutually agreed.
- c. Provided that a team member may elect, with the consent of Woolworths, to take annual leave in single days, not exceeding 5 days in any anniversary year, except where a team member applies to Woolworths, in writing, for additional single days.

13.3. Excessive accrued annual leave

- a. The purpose of annual leave is to ensure team members take time for a break, to rest and relax. Woolworths encourages team members to plan for and take leave annually and to avoid accruing excessive leave. A team member has an excessive annual leave accrual if the team member has accrued more than 8 weeks' paid annual leave (or more than 10 weeks' paid annual leave for a shiftworker).
- b. If a team member has an excessive annual leave accrual, Woolworths or the team member may initiate discussions to genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.

13.4. Excessive leave accruals: direction by Woolworths that leave be taken

- a. If Woolworths has genuinely tried to reach agreement with a team member under clause 13.3 but agreement is not reached (including because the team member refuses to confer), Woolworths may direct the team member in writing to take one or more periods of paid annual leave.
- b. However, a direction by Woolworths under clause 13.4.a:
 - i. is of no effect if it would result at any time in the team member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
 - ii. must not require the team member to take any period of paid annual leave of less than 1 week;
 - iii. must not require the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - iv. must not be inconsistent with any leave arrangement agreed by Woolworths and the team member.
- c. The team member must take paid annual leave in accordance with a valid direction under clause 13.4.a.
- d. A team member who has been directed to take leave may request to take a period of paid annual leave as if the direction had not been given, and this may result in the direction ceasing to have effect if it reduces the team member's leave balance.

13.5. Excessive leave accruals: request by team member for leave

- a. If a team member has genuinely tried to reach agreement with Woolworths under clause 13.3, but agreement is not reached (including because Woolworths refuses to confer), the team member may give a written notice to Woolworths requesting to take one or more periods of paid annual leave.
- b. However, a team member may only give a notice to Woolworths under clause 13.5 if:
 - i. the team member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - ii. the team member has not been given a direction under clause 13.4. that, when any other paid annual leave arrangements are taken into account, would eliminate the team member's excessive leave accrual.
- c. A notice given by a team member under clause 13.5 must not:
 - i. if granted, result in the team member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
 - ii. provide for the team member to take any period of paid annual leave of less than 1 week; or
 - iii. provide for the team member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - iv. be inconsistent with any leave arrangement agreed by Woolworths and the team member.
- d. A team member is not entitled to request by a notice under clause 13.5 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker) in any period of 12 months.
- e. Woolworths must grant paid annual leave requested by a notice under clause 13.5.

13.6. Payment of annual leave and annual leave loading

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

- c. During a period of annual leave taken by a team member who is a shift worker under this Agreement, the team member will receive leave loading calculated at 17.5% of their base rate of pay or their shift loading (whichever is greater but not both).

13.7. Annual leave on termination of employment

- a. Full-time and part-time team members will be paid their accrued but untaken annual leave (plus applicable leave loading) on the termination of their employment.

13.8. Cashing out of annual leave

- a. A team member who has an accrued annual leave entitlement in excess of 4 weeks, may make an application to “cash out” a period of paid annual leave. Woolworths may approve such application subject to the following:
 - i. the team member must retain a paid annual leave entitlement of at least 4 weeks;
 - ii. each “cashing out” of annual leave must be by a separate agreement, in writing, between Woolworths and the team member. If the team member is under 18 years of age, the request must also be signed by the team member’s parent or guardian;
 - iii. the team member will be paid the amount that would have been payable had the team member taken that period of leave; and
 - iv. the team member’s annual leave entitlement will be reduced accordingly.

13.9. Annual leave “at half pay”

- a. Woolworths wants to support team members to take additional time off and so Woolworths offer the option of taking annual leave “at half pay”.
- b. When a team member applies for leave “at half pay” they are applying for a period of paid leave and an equal period of unpaid leave. These periods of leave are taken one after the other, and pay for the paid leave period is spread over the full leave period.
- c. This means that while team members are on leave “at half pay” they will:
 - i. receive their normal annual leave entitlement pay spread over the total period of their absence; and
 - ii. accrue half of the leave they would normally accrue (because they are only accruing for the paid half of the leave period).
- d. Annual leave “at half pay” leave must be taken in 2 week increments to a maximum of 4 periods, i.e. 8 weeks in total (which would use 4 weeks of accrued annual leave).
- e. Team members can take annual leave “at half pay” if:
 - i. all accessible long service leave has been exhausted; and
 - ii. they have 8 weeks accrued annual leave or less.
- f. Public holidays that fall during the paid annual leave half of a leave “at half pay” period will be paid in accordance with clause 13.1.b. Public holidays that fall during the unpaid half of a leave “at half pay” period will be unpaid.

13.10. Illness/injury or accessing other leave during annual leave

- a. A team member who is ill or injured during a period of annual leave (and would not have been fit for work), or who is entitled to any other leave under this Agreement or the NES (except unpaid leave) may apply to have annual leave re-credited for the period of illness or injury, or for the period that the team member was entitled to be on other leave, upon the team member producing documentation in accordance with the relevant leave clause in this Agreement.
- b. To facilitate the re-crediting of annual leave it will be necessary for Woolworths to deduct the value of any leave loading (in the form of the 17.5% loading, or penalty rates, or shift loading paid in accordance with clause 13.6) for the period of leave re-credited from the team member’s weekly earnings. This may occur in a current or future pay cycle.

13.11. Additional week

- a. For the purpose of the additional week of annual leave provided for shiftworkers in the NES, a shiftworker is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.

13.12. Close-down

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

14. Personal and carer's leave

14.1. Personal leave entitlement

- a. Full-time and part-time team members are entitled to take personal leave when they are unable to attend work on a day that they are rostered to work, due to a personal illness or injury.
- b. A full-time team member is entitled to 10 days paid personal leave per year in accordance with the NES plus 1 additional paid day, 11 days per year in total. Part-time team members are entitled to 11 days paid personal leave calculated on a pro-rated basis in accordance with their ordinary hours of work. Casual team members are not entitled to paid personal leave.
- c. Personal leave accrues progressively. Unused personal leave accumulates from year to year, but is not paid out on termination of employment for any reason.
- d. When paid personal leave is taken, team members will be paid their base rate of pay for the hours normally rostered to work. Penalty rates are not applied.
- e. A team member is not entitled to paid personal leave for any period in respect of which they are entitled to workers' compensation.
- f. Full-time and part-time team members are entitled to use their accrued personal leave entitlement, in addition to the circumstances above, to proactively manage the team member's emotional/psychological wellbeing.

14.2. Taking paid personal leave

- a. If a team member is not fit to attend work due to a personal illness or injury, where practicable they should notify their leader or relevant supervisor as soon as they can prior to the start of their shift. Woolworths appreciates being given notice to enable the shift to be filled or other operational changes to be made. When notifying Woolworths, the team member should advise the nature of the illness or injury (if it is reasonable to do so) and the estimated duration of the team member's absence.

14.3. Documentation

- a. Before making a payment to a team member in respect of paid personal leave, Woolworths may require a team member to provide evidence in support of their absence as follows:

Period of absence in any calendar year (paid and unpaid personal leave)	Documentation that may be required
Four single shift absences	No documentation required unless the shifts fall on a day before or after a public holiday, in which case the rule below applies.
Any period of personal leave falling on the day before or after a public holiday	A medical certificate or a statutory declaration.
Two or more consecutive shifts	A medical certificate or a statutory declaration.
Fifth single shift, and any subsequent absences	A medical certificate or a statutory declaration.

14.4. Carer's leave

- a. Full-time and part-time team members may also use their accrued personal leave entitlements to take paid time off for the purpose of providing care and support for an immediate family member or a member of the team member's household who requires care or support because of personal illness, or injury of the person, or an unexpected emergency affecting the person.
- b. Unpaid carer's leave can be taken when the team member's entitlement to paid personal leave (if any) has been exhausted. Unpaid carer's leave may be taken as a single, unbroken, period of 2 days, or two separate periods of 1 day each, or any separate periods totalling 2 days to which Woolworths and the team member agree. The 2 days unpaid carer's leave may be taken per occasion. Casual team members are entitled to unpaid carer's leave. Unpaid carer's leave may be extended by agreement with Woolworths.

- c. A team member must notify Woolworths as soon as is reasonably practicable of their need to take carer's leave, providing the anticipated duration of leave and a satisfactory explanation for the need to take leave.
- d. If a team member's immediate family member or a member of the team member's household has a long-term disability or illness, they can provide evidence of the need to take carer's leave for this purpose once per 6 months, which will apply for any future leave required for this caring responsibility for the next 6-month period.

14.5. Leave entitlements exhausted

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

15. Compassionate leave

15.1. Compassionate leave entitlement

- a. Full-time and part-time team members are entitled to paid compassionate leave as follows:

Where the absence is due to:	The maximum number of days of paid compassionate leave per occasion will be:
The death of a team member's spouse, de facto partner or child	10 days
The death of a team member's parent or sibling	5 days
The death of: <ul style="list-style-type: none"> • an immediate family member of the team member (excluding those referred to above); or • a cousin, uncle, aunt, niece, nephew or godparent of the team member 	3 days
The death of a member of the team member's household (excluding those referred to above)	2 days
Attending the funeral of a significant other	1 day
Spending time with an immediate family member of a team member, or a member of the team member's household, who has a personal illness or sustains a personal injury that poses a serious threat to their life	2 days (which can be taken as a single unbroken period of 2 days or 2 non-consecutive days as agreed)
A stillbirth of a child 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	3 days
The team member or the team member's spouse or de facto partner has a miscarriage, not resulting in a stillborn child, and the spouse or de facto partner are not a former spouse or former de facto partner	3 days

- b. In addition to the entitlement in clause 15.1.a above, a team member will be entitled to 2 days paid leave to attend the funeral of a parent or sibling, where the team member travels outside Australia or more than 400 km, one way, either interstate or within the same state.
- c. In addition to the entitlement above, a team member will be entitled to 2 days unpaid leave to attend the funeral of a relative other than a parent or sibling, where the team member travels outside Australia or more than 400 km, one way, either intrastate or interstate.
- d. Upon request by Woolworths in order to be entitled to paid compassionate leave, a team member must provide as soon as reasonably practicable any written evidence that would satisfy a reasonable person.
- e. Any paid compassionate leave will be paid at the team member's base rate of pay for the hours normally rostered to work.
- f. Casual team members will be entitled to be absent for 2 unpaid shifts where:
 - i. a team member's immediate family member or member of the team member's household dies or contracts or develops an illness or injury that poses a serious threat to their life;

- ii. a child is stillborn, 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; or
- iii. the team member, or the team member's current spouse or de facto partner, has a miscarriage.

16. Parental leave

16.1. Entitlement to parental leave

- a. Parental leave supports team members who provide primary care or share in the care of their new-born or newly adopted child.
- b. Team members are entitled to parental leave in accordance with the NES, this clause and the *Woolworths Group Parental Leave Policy* (as amended from time to time). For clarity, the *Woolworths Group Parental Leave Policy* is not incorporated into this Agreement.
- c. Team members are entitled to take 52 weeks, or up to 104 weeks on request, of unpaid parental leave. Full-time and part-time team members can choose to take annual leave or long service leave as part of their total 104 week parental leave period. When a team member is on unpaid parental leave, they do not accrue annual leave or personal/carers leave.
- d. Team members returning to work from parental leave may request, and Woolworths may agree, to return on fewer hours than their contract provided before they went on parental leave, either permanently or for a period of time up to when the child is of school age. Any request made by a team member for a flexible return to work will be considered, taking into account the team member's position and the operational needs of the business, in accordance with the requests for flexible work arrangements provisions in clause 9.4 of this Agreement.
- e. A team member's leader should consider a team member's family responsibilities when determining the return to work arrangements of a team member returning from parental leave. Where a team member wishes to return to work on different terms and conditions (for example, fewer hours per week) then Woolworths will genuinely consider any such requests and work with the team member to agree to suitable arrangements which will be documented in writing and a copy provided to the team member.
- f. Team members are entitled to return to the position they held before they took parental leave (not including any "safe employment" position that was held during pregnancy). If the position held by the team member before their parental leave no longer exists due to structural changes, Woolworths will work with the team member to redeploy them to a comparable position (in pay and status).
- g. A team member may return to work earlier than expected by agreement with Woolworths. In these circumstances, Woolworths may not be in a position to return the team member to the position they were in before commencing parental leave in situations where a replacement team member has been contracted to perform their role. In such circumstances, the team member will return to an alternative role and revert to their prior role on or before their original expected date of return to work.
- h. When a team member is pregnant and, in the opinion of a registered health practitioner (set out in a medical certificate), the team member is fit for work but advises against the team member performing their usual duties because of pregnancy-related illness or risks, or because of hazards connected with those usual duties, then Woolworths will either transfer the team member to a safe job (with no other changes to the team member's terms and conditions or employment); or if it is not reasonably practicable to transfer the team member to a safe job, then the team member will commence paid leave. This paid leave will be in addition to any leave entitlement the team member has, the team member will be paid as though they were on annual leave, and the period of paid leave ends on the earlier of:
 - i. the end of the period of illness or risk as specified in the medical certificate; or
 - ii. the end of the day before the child's date of birth; or
 - iii. the end of the day before the end of the pregnancy (if the pregnancy ends other than with the birth of a living child).

16.2. Pre-natal leave, pre-adoption leave and pre-fostering leave

- a. A full-time or part-time team member who:
 - i. is pregnant;
 - ii. is about to adopt a child;

- iii. is about to foster a child;
- iv. is about to have care or custody of a child as a result of a Court or guardianship order (including a permanent care order); or
- v. has a spouse or partner who is pregnant, about to adopt a child, about to foster a child or who is about to have care or custody of a child as a result of a Court or guardianship order (including a permanent care order)

may access their personal/carer's leave entitlement or unpaid leave for medical or other related appointments.

- b. Where possible, team members should arrange appointments as close as possible to the start or end of their ordinary rostered hours.
- c. The team member will provide Woolworths with notice as soon as practicable on each occasion of their requirement to attend appointments.
- d. Team members may be required to provide Woolworths with proof of attendance at an appointment in accordance with the evidence requirements in clause 14.3.
- e. The actual time taken off to attend each appointment will be deducted from the team member's accrued personal/carer's leave entitlement and will be paid at the team member's ordinary hours rate of pay. Such leave of absence will not break the team member's continuity of employment.

17. Family and domestic violence leave

17.1. Entitlement to family and domestic violence leave

- a. Team members are entitled to paid and unpaid family and domestic violence leave as provided for in the NES or the *Woolworths Group Family and Domestic Violence Support Policy*. For clarity the *Woolworths Group Family and Domestic Violence Support Policy* is not incorporated into this Agreement.
- b. In order to provide support and a safe work environment for a team member experiencing family and domestic violence, Woolworths will consider any reasonable request from a team member for:
 - i. changes to their spread of hours or pattern of hours and/or shifts;
 - ii. job redesign or change of duties;
 - iii. relocation to a suitable location within Woolworths;
 - iv. any other appropriate measures including those available under existing provisions for flexible working arrangements.
- c. Woolworths will provide all team members experiencing family and domestic violence with access to and support from the available employee assistance services.
- d. If a team member requests, Woolworths will support the team member to implement a workplace safety plan with specific measures to minimise the risk that the team member will be subject to violent or abusive behaviour at work and recognise ways to stay safe and activate additional support.

18. Other leave entitlements

18.1. Blood donor leave

- a. A full-time or part-time team member who is absent during ordinary hours of work for the purpose of donating blood will not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.
- b. The team member will arrange for the absence to be on a day suitable to Woolworths and be as close as possible to the start or finish of their ordinary hours of work. The team member will notify Woolworths as soon as possible of the proposed date and time of the absence and will provide satisfactory proof of attendance at a recognised blood donation service upon Woolworths request.

18.2. Jury service

- a. Team members are entitled to leave of absence and payment for any period of jury service in accordance with the NES and relevant state or territory legislation, provided that:
 - i. Where Woolworths is required to pay a team member for time spent performing jury service, payment will be made for the whole of the absence required and not limited to the first 10 days of absence.

- ii. A team member who is engaged in jury service for more than 2 hours on a given day will not be required to complete their normal rostered shift on that same day.
- iii. If a team member is engaged in jury service, they will not be required to complete more than 5 days of jury service and work combined in any week (for example if a team member attends 4 days of jury service, they can only be required to work 1 day in that week).
- iv. If a team member is taking paid leave and during the period of paid leave they are required to serve on a jury, the paid leave for the time served on the jury will be recredited to the team member (less any leave loading or penalties paid).

18.3. Defence services leave

- a. A full-time or part-time team member, who is a Defence Reservist, will be allowed paid time off of up to a maximum of 2 weeks per calendar year to attend defence service approved training camps, and Woolworths will pay the team member the difference between the payment received for their attendance at such training camp and the base rate of pay they would have received during that period.
- b. To receive payment, a team member must provide Woolworths proof of attendance and proof of the defence service rate of pay and total payment received for the time spent in training.
- c. Team members seeking to take defence services leave must provide notice to Woolworths at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.
- d. Casual team members are entitled to unpaid defence services leave.

18.4. Emergency service leave

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

18.5. Natural disaster leave

- a. Where a cyclone warning or a state of emergency is declared, or where flooding, snowstorms, earthquake or bushfires occur, or are imminent, team members will be allowed to leave work to care for their family or property where there is a genuine risk.
- b. A full-time or part-time team member is to receive up to 3 days paid leave at their base rate of pay if there is a reasonable and justified reason that a team member is unable to attend work due to a natural disaster.
- c. Casual team members are entitled to unpaid natural disaster leave.

18.6. Long service leave

- a. Team members are entitled to long service leave in accordance with applicable state or territory legislation.
- b. In addition:
 - i. Where the applicable state or territory legislation does not permit long service leave at half pay, a team member may request to access unpaid leave equivalent to the period of long service leave requested in order to double the period of absence.
 - ii. State and territory legislation may provide that where a public holiday falls during a team member's period of taking paid long service leave, they are entitled to be re-credited that day of long service leave. Under this Agreement, where the applicable state or territory legislation does not provide for such re-crediting, Woolworths will re-credit the long service leave.
 - iii. Long service leave for team members employed in the County of Yancowinna in New South Wales (Broken Hill) will be in accordance with the *Long Service Leave Act 1955* (NSW) except that the rate of leave accrual will be 1.3 weeks of leave per year of service instead of the rate of accrual specified in the *Long Service Leave Act 1955* (NSW).

18.7. Leave of absence

- a. A full-time or part-time team member may apply to take an unpaid leave of absence of one week's duration or more.
- b. Unpaid leave will mean an approved leave of absence, which may include, but is not limited to:
 - i. leave for unforeseen personal circumstances such as long-term illness;
 - ii. planned additional time off such as for school holidays or overseas travel;
 - iii. a team member who requires time off to care for a sick or injured close relative;
 - iv. a team member who wishes to return to studies on a full-time basis.
- c. Except for a leave of absence to attend study commitments or as otherwise agreed by Woolworths in writing, all available paid annual and long service leave entitlements must be taken prior to the period of absence, or in the case of an absence related to an illness or injury, all paid personal leave entitlements must be exhausted first.
- d. Where a full-time or part-time team member takes an authorised unpaid leave of absence, subject to legislative requirements, all entitlements to annual leave, personal leave or long service leave will not accrue from the date of commencing such leave to the date of returning from such leave. Such leave will not break continuity of employment.

18.8. Purchased additional leave

- a. Full-time and part-time team members can purchase additional leave in accordance with the *Woolworths Group Purchased Additional Leave Policy*. For clarity, the *Woolworths Group Purchased Additional Leave Policy* is not incorporated into this Agreement.

Eligibility

- b. Team members can apply to purchase a maximum of 2 weeks of additional leave per financial year, using a salary sacrifice deduction scheme.
- c. Team members are eligible to apply for purchased additional leave if:
 - i. They have less than or equal to 4 weeks accrued annual leave at application, and all accessible long service leave has been exhausted at the point of application.
 - ii. Part-time team members will be entitled to this arrangement on a pro rata basis.

Applying for additional leave

- d. 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.
- e. Purchased additional leave can only be applied for in 1 or 2 week blocks.
- f. Purchased additional leave cannot be taken at half pay.
- g. Purchased additional leave not taken within the financial year will be refunded to the team member as a lump sum during the last month of the financial year at the rate it was purchased.

Taking additional leave

- h. Purchased additional leave can be taken:
 - i. only after all accrued annual leave has been taken;
 - ii. at any time until 30 June of that financial year; and
 - iii. purchased additional leave will be taken at a time that is mutually agreed upon by Woolworths and the team member.
- i. Requests for taking purchased additional leave will be treated the same as requests to take annual leave in clause 13.2.
- j. Team members are not eligible to be paid for public holidays that fall during a period when purchased additional leave is taken as per Woolworths policy.

Salary sacrifice deductions

- k. Team members will have their wages proportionally deducted using a salary sacrifice scheme calculated on the current wages based on the number of weeks they purchase.

- i. Salary sacrifice deductions will commence the fortnight after the application is received with the last deduction concluding by 30 May of the financial year.

19. Public holidays

19.1. Working or not working on public holidays

- a. In this Agreement, public holiday has the same meaning as in the NES.
 - i. In the absence of Easter Sunday being declared a public holiday in Tasmania, this day will be treated as an additional public holiday for the purposes of this Agreement.
- b. Working on a public holiday is voluntary. A team member cannot be required to work but may volunteer to work on any public holiday as provided for in this clause.
- c. Team members who would normally be rostered to work may volunteer to work on a public holiday (or part of it) and will be paid the relevant penalty rate for any time so worked. Woolworths may decline any request to volunteer if there is no operational need for the team member to work on a public holiday. All team members are entitled to be absent from work on a day or part-day that is a public holiday in the place where the team member works, and cannot be required to work if they do not volunteer to work.
- d. Woolworths may or may not open for trade on public holidays. If Woolworths is trading on a public holiday, Woolworths may communicate to team members that it is seeking volunteers. Woolworths is not obliged to roster all team members who volunteer on a public holiday, and will roster team members based on operational needs.
- e. If a public holiday or a part public holiday is substituted to another day or part day by a law of a state or territory the substituted day or part day is a public holiday and the original day or part day is not a public holiday.
- f. Depending on whether a team member works on a public holiday or not, the following entitlements will apply:

	If the team member WORKS on the public holiday:	If the team member is ABSENT on the public holiday:
Full-time or part-time team member whose standard roster WOULD include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL	Day off is paid at base rate of pay for the rostered working day as per the team member's standard roster (without penalty rates or loadings)
Full-time or part-time team member whose standard roster would NOT include the public holiday as a working day:	Hours worked are paid at public holiday penalty rates OR team member can request TOIL	Unpaid
Casual team member (does not have a standard roster):	Hours worked are paid at public holiday penalty rates	Unpaid

- g. Woolworths must not change a team member's standard roster to avoid or reduce a public holiday penalty payment. If this occurs, the team member will be entitled to the payment or benefit of the public holiday they would have received but for the roster change.

19.2. Public holiday penalty rates

- a. The following penalty rates apply for hours worked on public holidays:

Team member	Public holiday pay rate
Full-time and part-time team members	Base rate + 125%
Casual team members	Base rate + 150% (inclusive of casual loading)

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

19.3. Public holiday time off in lieu (TOIL)

- a. By mutual agreement between Woolworths and a full-time or part-time team member, instead of receiving the rates set out in clause 19.2 for working on a public holiday, the team member can be compensated for working a particular public holiday by:
 - i. receiving payment for time worked at base rate of pay plus 25%; and
 - ii. time off in lieu which is banked at the base rate of pay. The time off must be taken within 6 months of the public holiday occurring or by the week prior to the end of the financial year, whichever is earlier. Time off in lieu that is not taken within this time period will be paid out.
- b. The team member and Woolworths are entitled to agree a new choice between payment in accordance with clause 19.2 or time off in lieu in accordance with clause 19.3 on each occasion work is performed on a public holiday. If no agreement can be reached on the method of compensation, the default arrangement shall be the payment of penalty rates.

19.4. Engagement across two days

- a. Where a shift falls partly on a public holiday:
 - i. if the shift commences on a public holiday it will be considered a public holiday shift for the purposes of this Agreement and the whole shift will be paid at public holiday penalty rates; and
 - ii. if the shift commences on a day that is not a public holiday and ends on a public holiday, the whole shift will be paid at the team member's base rate of pay plus any applicable shift allowances or penalties.
- b. A team member whose standard roster would include a shift identified in clause 19.4.a.i is entitled to be absent from work, and if absent, will be entitled to be paid for the whole shift at their base rate of pay, plus any penalties or applicable shift allowances (but not at public holiday penalty rates).

19.5. Part-day public holidays

- a. A part-day public holiday is a public holiday that has been gazetted to start and end within a defined part of a day (e.g. 7:00pm to midnight on a given day).
- b. Full-time and part-time team members will receive public holiday benefits under clause 19 in respect of their hours of work normally rostered or actually worked during the part of the day specified as a public holiday. For casual team members working on a part-day public holiday, public holiday benefits only apply to work performed during the part of the day specified as the public holiday.
- c. However, minimum daily engagement rostering principles in clauses 8.2, 8.3 and 8.6 must still be met in respect of any overall engagement or shift on the day (e.g. it is possible to have a 3-hour engagement for a casual or part-time team member from 5:00pm to 8:00pm, in which case, assuming the holiday is from 7:00pm to midnight, clause 19.1.f will only apply to the hour from 7:00pm to 8:00pm).

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

- a. Work after 6:00pm on Christmas Eve, after 6:00pm on New Year's Eve and on Easter Sunday (except where such times constitute a public holiday or part-day public holiday and the performance of work is completely voluntary) will be voluntary provided there are enough volunteers to meet Woolworths' operational needs, subject to the following:
 - i. team members not wanting to work at these times will inform Woolworths at least 4 weeks in advance. At the same time, Woolworths will start to assess the number of team member volunteers that will be required to work; and
 - ii. if there are not enough volunteers Woolworths will first ask casual team members to work the hours, and will then ask full-time and part-time team members.
- b. Where Woolworths is open for trade and a team member takes the benefit of this clause in order to take time off instead of working a normally rostered shift or part of a normally rostered shift on Easter Sunday or after 6:00pm on New Year's Eve or Christmas Eve, the time is unpaid time and the team member will only be paid for hours actually worked. A team member can request to take paid annual leave for the hours *not* worked.

20. Ending employment

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

- a. Woolworths will provide the following period of written notice before terminating the employment of a full-time or part-time team member, unless terminating their employment for serious misconduct:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year or more, but less than 2 years	2 weeks (3 weeks if team member is over 45 years old)
2 years or more, but less than 5 years	3 weeks (4 weeks if team member is over 45 years old)
5 years and over	4 weeks (5 weeks if team member is over 45 years old)

- b. Woolworths may choose to pay the team member instead of notice for all or part of the notice period (in which case the team member will be paid for hours they would have worked during the period of notice that is paid in lieu and will not be required to work for that part of the notice period).
- c. The period of notice in this clause does not apply to casual team members, or to fixed-term contract team members engaged for a specific period of time or for a specific task or tasks (unless their employment ends with notice before their specified end date). Casual employment can be terminated without notice.
- d. The employment of team members engaged for a specific period or on a temporary basis will end automatically at the conclusion of the specific period unless:
 - i. the team member's employment ends prior to the conclusion of the specified period in accordance with the above termination notice provisions; or
 - ii. unless the team member was an existing team member before the specific period in which case they will revert to their previous employment status.
- e. Where Woolworths has given notice of termination to a team member, the team member will be allowed (if requested) to take up to the equivalent of 1 day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times convenient to the team member after consultation with Woolworths.

20.2. Team member resignation

- a. Unless otherwise agreed by Woolworths, full-time and part-time team members need to give Woolworths the same amount of notice of resignation as Woolworths needs to give them (in the above table), except that the additional week of notice based on the age of the team member does not apply. A team member can request to give less notice, and Woolworths will not unreasonably refuse such a request.
- b. If a team member who is at least 18 years old does not give the period of notice required under this clause, then Woolworths may deduct from wages an amount that is no more than one week's wages from the team member. This shall not apply to their NES entitlements.
- c. Casual team members can resign without notice.

20.3. Termination for serious misconduct

- a. In the case of serious misconduct, a team member may be immediately dismissed without notice or payment in lieu of notice.

20.4. Statement of service

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

20.5. Redundancy

- a. A redundancy occurs when Woolworths has decided it does not need a team member's job to be done by anyone, except where this is due to the ordinary and customary turnover of labour. This may happen when Woolworths introduces new technology, slows down due to lower sales, closes down a part of or all of its business, relocates or restructures.
- b. Where Woolworths has made a definite decision that it no longer needs a job to be done by anyone, and that decision may result in the termination of a team member's employment, Woolworths must follow the consultation process outlined in clause 21.
- c. The information Woolworths must provide under clause 21 will include:
 - i. relevant information about the proposed redundancies, including reasons for the proposed redundancies;
 - ii. the roles, and the number of roles of team members that are likely to be affected;

- iii. the number of team members normally employed; and
- iv. the time period over which the redundancies will take effect;

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

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

20.6. Redundancy pay

- a. In addition to the period of notice required for termination of employment in clause 20.1, in the event a permanent team member's role is made redundant and their employment is terminated as a result, they will be entitled to the following redundancy pay:

Period of Continuous Service	Number of weeks' pay	
	Team member under the age of 45	Team member aged 45 or over
Less than 1 year	Nil	Nil
1 year but less than 2 years	4 weeks	5 weeks
2 years but less than 3 years	7 weeks	8.75 weeks
3 years but less than 4 years	10 weeks	12.5 weeks
4 years but less than 5 years	12 weeks	15 weeks
5 years but less than 6 years	14 weeks	17.5 weeks
6 years or more	16 weeks	20 weeks

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

20.7. Transfer to lower paid duties

- a. Where a team member is transferred to lower paid duties by reason of redundancy, the same period of notice must be given before the transfer as the team member would have been entitled to if their employment had been terminated. Woolworths may choose to implement the transfer earlier and pay the team member the difference between their former ordinary rate of pay (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the team member would have worked in the first role and the ordinary rate of pay (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the team member in the second role for the period for which notice was not given.
- b. Woolworths may, at its discretion, make a payment of an amount equal to the difference between the team member's former ordinary rate of pay and the new ordinary rate of pay for both the period of notice and for a period equal to the number of weeks' redundancy pay that the team member would have been entitled to if their employment had been terminated.

20.8. Team member leaving during the notice period

- a. If a team member who has been given notice of termination due to redundancy chooses to cease employment before their notice period has come to an end, they may do so and will receive the same benefits and payments due to them under this clause as if they had remained employed until the end of their notice period; but will not be entitled to payment instead of notice for the remainder of the notice period and will only accrue leave until their last day of employment.

20.9. Job search entitlement

- a. A team member who has been given notice of termination in circumstances of redundancy will be allowed up to 1 day of time off without loss of pay during each week of notice for the purpose of seeking other employment. This clause applies instead of clause 20.1.e.
- b. If the team member has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the team member must, if requested by Woolworths, produce proof of

attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

20.10. Change to redundancy pay

- a. Where there is a transfer of business, redundancy pay as per clause 20.6 and notice of termination as per clause 20.1 will not apply where Woolworths obtains employment for a team member in the transferred business or a related entity of Woolworths on terms and conditions that are substantially similar to, and overall no less favourable than, the team member's terms and conditions of employment immediately before the termination, including the requirement that the new employer recognises the team member's service with Woolworths.
- b. Where Woolworths finds such other employment for a team member, the team member's entitlements to personal leave, annual leave and long service leave will be transferred to the new employer.

20.11. Variation of redundancy pay for other employment or incapacity to pay

- a. In circumstances other than a transfer of business, if Woolworths:
 - i. obtains other acceptable employment for the team member; or
 - ii. cannot pay an amount of redundancy pay;then Woolworths can apply to the FWC and the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate, and the amount of redundancy pay payable to a team member under clause 20.6 will be so reduced.

21. Workplace changes and consultation

21.1. Consultation regarding major workplace change

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

21.2. Woolworths to notify team member

- a. Where Woolworths has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, Woolworths must notify the team members who may be affected by the proposed changes and their trade unions, if any.
- b. Significant effects include termination of employment; major changes in the composition, operation or size of the Woolworths workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of team members to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- c. The relevant team members may appoint a trade union or other person as their representative for the purposes of this clause.
- d. Woolworths must recognise a team member's (or team members') representative, if:
 - i. a relevant team member appoints, or relevant team members appoint, a representative for the purposes of consultation; and
 - ii. the team member or team members advise Woolworths of the identity of the representative.

21.3. Woolworths to discuss change

- a. As soon as practicable after proposing to introduce the change, Woolworths must:
 - i. discuss with the relevant team member(s) and their trade unions, if any:
 - A. the introduction of the change referred to in clause 21.2.a; and
 - B. the effects the changes are likely to have on team members; and
 - C. measures that Woolworths is taking to avert or mitigate the adverse effects of such changes on team members; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant team members:

- A. all relevant information about the change, including the nature of the change; and
 - B. information about what Woolworths reasonably believes will be the effects of the change on the team members; and
 - C. information about any other matters that Woolworths reasonably believes are likely to affect the team members; and
 - D. an invitation to relevant team members to give their views about the impact of the change.
- b. However, Woolworths is not required to disclose confidential or commercially sensitive information to the relevant team members.
 - c. Woolworths must give prompt and genuine consideration to matters raised about the change by the relevant team members.
 - d. For the purposes of this clause, relevant team member means the team members who may be affected by the proposed change.

22. Individual flexibility arrangements

22.1. Making an individual flexibility arrangement

- a. Woolworths and any team member whose employment with Woolworths has commenced, and is covered by this Agreement, may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - i. the agreement deals with one or more of the following matters: arrangements about when work is performed; overtime rates; penalty rates; allowances; leave loading; and
 - ii. the arrangement meets the genuine needs of Woolworths and team member in relation to one or more of the matters set out in clause 22.1.a.i; and
 - iii. the arrangement is genuinely agreed to by Woolworths and team member without coercion or duress.

22.2. Terms of the individual flexibility arrangement

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

23. Resolving disputes

23.1. Disputes

- a. This clause sets out how to deal with a dispute between a team member (or team members) and Woolworths in relation to:
 - i. a matter arising under the Agreement; or
 - ii. the NES.

23.2. Parties to discuss

- a. A dispute should be discussed in the first instance at the workplace level between the team member (or members) and their relevant supervisors or management.
- b. At any stage, Woolworths and a team member or team members may appoint another person to accompany and/or represent them for the purposes of this clause, including a Union. Where a team member chooses to appoint a representative, the team member will also participate in the process where practicable.
- c. If the dispute remains unresolved, the dispute may be referred to a member of the Employee Relations Team for it to be escalated to an appropriate representative of Woolworths to assist in resolving the dispute, which may be a more senior member of management or a representative from the Woolworths People team.
- d. If, following escalation under clause 23.2.c, the dispute remains unresolved then the matter may be referred to a senior representative of Woolworths (such as the relevant Head of Employee Relations, Head of Workplace Relations or a People Director) for further discussions.

23.3. Referral to FWC

- a. If the dispute still remains unresolved, then either party may refer the dispute to the FWC for resolution.
- b. The FWC may deal with a dispute in two stages:
 - i. the FWC will first attempt to resolve the dispute through conciliation;
 - ii. where the matter cannot be resolved by conciliation, by consent and at the request of both parties, the FWC may arbitrate the dispute.
- c. In any proceedings before the FWC pursuant to this clause, the FWC may take any or all of the following actions in order to resolve the dispute:
 - i. Convene conciliation conferences of the parties or their representatives at which the FWC is present;
 - ii. Require the parties or their representatives to confer among themselves at conferences at which the FWC is not present;
 - iii. Request but not compel a person to attend and/or give evidence at proceedings;
 - iv. Request but not compel a person to produce documents;
 - v. Where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement.
- d. Any determination by the FWC following an arbitration must be in writing and must give reasons for the determination.
- e. In the exercise of its functions under this clause, the FWC must not issue interim orders, "status quo" orders or interim determinations.
- f. The parties are entitled to be represented, including by legal representatives, in any proceedings under this clause.
- g. If the FWC arbitrates a dispute, any determination made by the FWC is a decision for the purposes of Division 3 of Part 5.1 of the Fair Work Act and can be appealed.

23.4. Continuation of work

- a. While the dispute resolution procedure is engaged, work will continue as normal in accordance with this Agreement and the Fair Work Act. A team member must not unreasonably fail to comply with a direction by Woolworths to perform work, whether at the same or another workplace, that is safe and appropriate for the team member to perform.

- b. Clause 23.4.a is subject to any applicable work health and safety legislation. For the avoidance of doubt, work will not continue as normal if a team member has a reasonable concern about an imminent risk to their health and safety.
- c. Where a dispute is about a proposed roster change under clause 9.1 of this Agreement, work shall continue as before the dispute arose (or as otherwise agreed) for a further period of 28 days from the end of the notice period referred to in clause 9.1.e. In the event that the dispute is referred to the FWC by either party, work shall continue as before the dispute arose until the FWC process is complete.

24. Union recognition

24.1. Noticeboards

- a. Woolworths will provide reasonable space on a notice board in each store for the display of Union notices to enable communication of matters related to each Union and this Agreement.

24.2. Union membership


- a. Each Union will be notified of first shifts or store orientations where Woolworths will provide an opportunity to each Union to meet with new members to explain the benefits of Union membership, workplace rights and this Agreement.
- b. Upon authorisation from a team member, Woolworths will deduct from their wages the membership contributions as prescribed by each Union as varied from time to time. Woolworths will then pay those contributions on the team members' behalf to the relevant Union branch along with necessary information to enable the reconciliation of the Union members' accounts.

24.3. Union delegates

- a. A team member appointed or elected by a Union as a Union delegate will be entitled to represent the industrial interests of the team members they have been appointed or elected to represent, including in any dispute with Woolworths. Woolworths will recognise any such team member as a Union delegate.
- b. Where a team member is acting in their capacity as a Union delegate, Woolworths will:
 - i. recognise and deal with the Union delegate;
 - ii. not knowingly or recklessly make a false or misleading representation to the Union delegate; and
 - iii. allow the exercise of the rights of the Union delegate under this Agreement and the Fair Work Act, without hindrance or obstruction.
- c. A Union delegate is entitled to reasonable communication with team members and will be provided with reasonable access to the workplace and workplace facilities.
- d. Union delegates will be granted leave with pay of up to 6 paid shifts per store or more (as agreed with the relevant leader), per calendar year to attend courses conducted or approved by the relevant Union.
- e. The relevant Union will provide the relevant leader with 28 days' notice before the training date/s and notify them of the details of courses that Union delegates have applied to attend. Payment for attendance at the course will be in accordance with the roster that they would have worked. Woolworths will not pay for a Union delegate for attending training which falls on a day the Union delegate is not rostered to work.
- f. Other unpaid Union delegates' leave may be agreed with Woolworths to undertake specific Union projects.

24.4. Additional matters

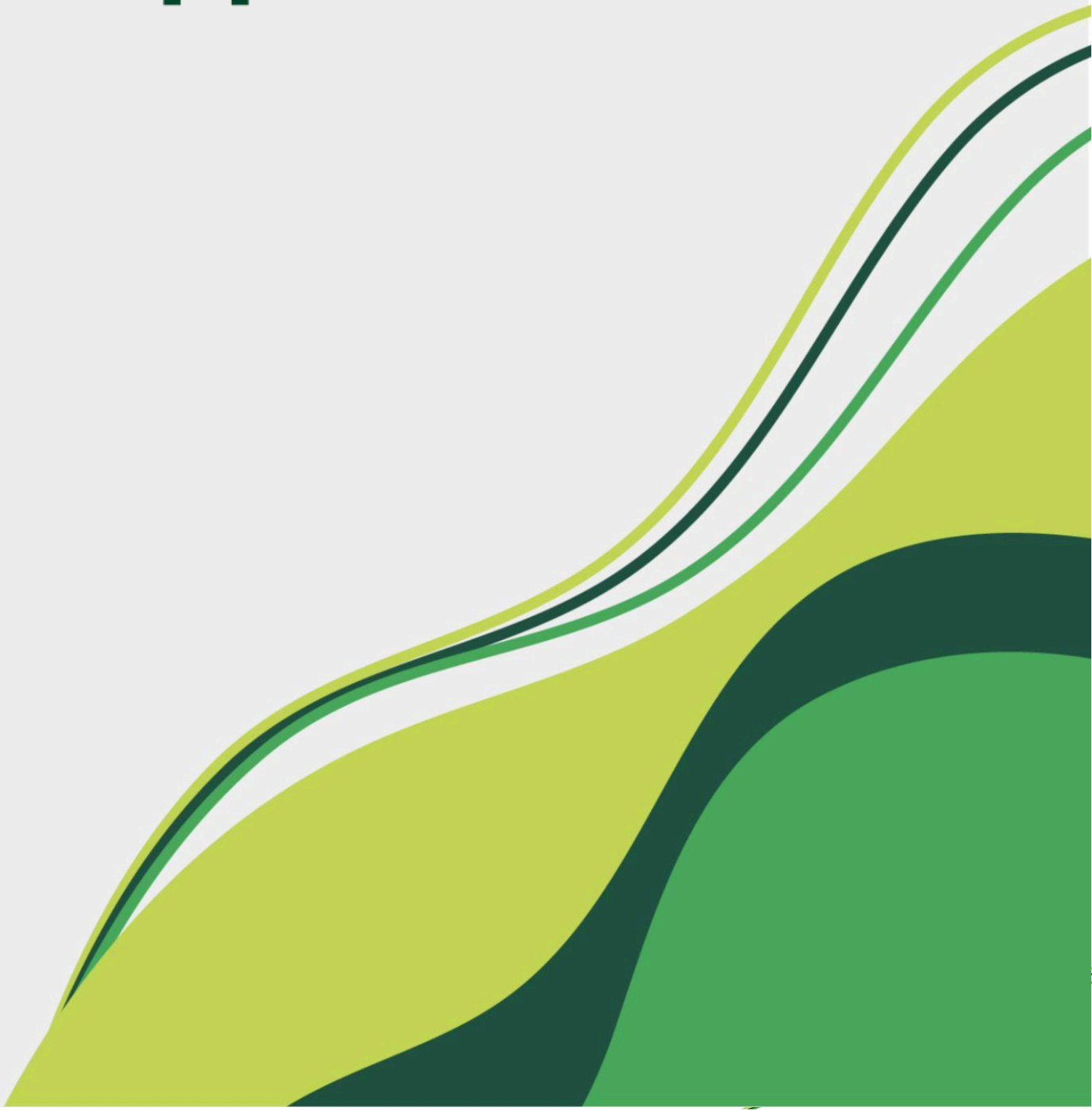
- a. Where a team member (or team members) are accompanied and/or represented by a Union in relation to a dispute with Woolworths, including a dispute arising under this Agreement or the NES, that dispute will be dealt with in accordance with clause 23.
- b. Where a team member is accompanied and/or represented by a Union in relation to a dispute that is referred to the FWC, and the dispute cannot be resolved by conciliation, Woolworths will provide its consent to the FWC arbitrating that dispute.
- c. Where a Union has notified Woolworths of a dispute affecting a team member or team members, and subject to clause 23.4 c, Woolworths will not proceed to implement any proposal or change which is the subject of the dispute (that is, Woolworths will maintain the "status quo") until the dispute has been resolved or the team



member or team members elect not to be represented by a Union in relation to the dispute. If a proposal or change has already been implemented, it will remain in effect unless otherwise agreed and subject to the final resolution of the dispute between the parties or by the FWC.

- d. For the avoidance of doubt, references to a Union accompanying and/or representing a team member or team members, or notifying Woolworths of a dispute, include where such actions are taken by a Union delegate.

Appendix



Appendix A Classifications

A.1 Classification Table

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

Level	Description
Store Team Member Level 1	<ol style="list-style-type: none"> 1) A team member performing one or more of the following functions in Woolworths' Retail Supermarket Operations: <ol style="list-style-type: none"> a) the receiving and preparation for sale and or display of goods in or about any shop; b) the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale; c) displaying, filling shelves, replenishing or any other method of exposure or presentation for sale of goods; d) selling or hiring of goods by any means; e) receiving, arranging or paying by any means; f) recording a sale or sales by any means of; g) wrapping or packing of goods for despatch and the despatch of goods; including loading or despatching duties of trucks, such as loading and despatching online delivery trucks for delivery of goods to customers h) delivery of goods; i) window dressing and merchandising; j) loss prevention; k) demonstration of goods for sale; l) providing information, advice and assistance to customers; m) receiving, preparing, packing goods for repair or replacement or making minor repair of goods; n) team members engaged in cleaning, store greeting, security, lift attending, store cafeterias and food services; or o) work which is incidental to or in connection with any of the functions mentioned in paragraph 1(a) to 1(n) above. 2) Team members will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. For this purpose, the cleaning of toilets is not incidental cleaning except for Proactive Services team members who have been specifically engaged by Woolworths in a cleaning role or team members who are working a cleaning shift as per clause 8.4 or clause 8.6 of this Agreement. 3) Indicative job titles include but are not limited to: <ol style="list-style-type: none"> a) Store Team Member b) Stocktake Team Member c) Store Cleaner (Proactive Services) d) Trolley Collector e) Personal Shopper f) Driver
Store Team Member Level 2	<ol style="list-style-type: none"> 1) A team member performing work in Woolworths' Retail Supermarket Operations at a higher skill level than a store team member Level 1. 2) Indicative duties which are usually within the definition of a Store Team Member Level 2 include: <ol style="list-style-type: none"> a) Forklift Operator b) Ride on Equipment Operator (including Proactive Services Vehicle Trolley Operators)
Store Team Member Level 3	<ol style="list-style-type: none"> 1) A team member performing work in Woolworths' Retail Supermarket Operations at a higher level than a Store Team Member Level 2. 2) Indicative of the duties which might be required at this level are the following: <ol style="list-style-type: none"> a) providing supervisory assistance to a department b) opening or closing of Woolworths' Retail Supermarket Operations and associated security, c) utilising a specific skill in a trades department that requires specific training to Woolworths' standards. 3) Indicative job titles include but are not limited to: <ol style="list-style-type: none"> a) Skilled non-tradesperson and Bakery Cadets b) Assistant Department Manager (including Proactive Services Assistant Department Managers) c) Person employed alone, with responsibilities for the security and general running of a shop d) Stocktake Team Leaders
Store Team Member Level 4	<ol style="list-style-type: none"> 1) A team member performing work in Woolworths' Retail Supermarket Operations at a higher level than a Store Team Member Level 3. 2) Indicative duties include but are not limited to: <ol style="list-style-type: none"> a) Service Supervisor of up to 15 team members (including self) b) Supervisor - including but not limited to Online and Nightfill

Store Team Member Level 5	<ol style="list-style-type: none"> 1) A team member performing work in Woolworths' Retail Supermarket Operations at a higher level than a Store Team Member Level 4. 2) Indicative duties include but are not limited to: <ol style="list-style-type: none"> a) Service Supervisor (supervising more than 15 team members).
Store Team Member Level 6	<ol style="list-style-type: none"> 1) A team member performing work in or in connection with Woolworths' Retail Supermarket Operations at a higher level than a Store Team Member Level 5. 2) Indicative duties include but are not limited to: <ol style="list-style-type: none"> a) Department manager (including Proactive Services Team Leads) b) Team members responsible for Leading the Store
Clerical Assistant Level 1	<p>Clerical Assistant Level 1 means a team member accountable for clerical and office tasks in Woolworths' Retail Supermarket Operations as directed within the skill levels set out.</p> <ol style="list-style-type: none"> 1) Team members perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions. 2) Indicative typical duties and skills at this level may include: <ol style="list-style-type: none"> a) maintenance of basic records; b) filing, collating, photocopying etc; c) handling or distributing mail including messenger service; d) recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or e) the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Clerical Officer Level 2
Clerical Officer Level 2	<ol style="list-style-type: none"> 1) Clerical Officer Level 2 means a team member accountable for clerical and administration tasks in Woolworths' Retail Supermarket Operations at a higher level than Clerical Assistant Level 1. 2) Typically Clerical Officer Level 2 is referred to as a Store Services Assistant. 3) Indicative typical duties and skills may include but are not limited to: <ol style="list-style-type: none"> a) maintaining records or journals, including initial processing and recording relating to any of the following: <ol style="list-style-type: none"> i. reconciliation of accounts to balance; or ii. incoming or outgoing cheques; or iii. invoices; or iv. debit or credit items; or v. payroll data; or vi. petty cash imprest system; or vii. letters b) using a software package that may include any of the following functions: <ol style="list-style-type: none"> i. creating new files or records; or ii. spreadsheet or worksheet; or iii. graphics; or iv. accounting or payroll file; or v. following standard procedures and using existing models or fields of information
Clerical Officer Level 3	<ol style="list-style-type: none"> 1) Clerical Officer Level 3 means a team member accountable for clerical and administration tasks in Woolworths' Retail Supermarket Operations at a higher level than a Clerical Officer Level 2. 2) Typically Clerical Officer Level 3 is referred to as a Store Services and Compliance Officer or as a Workforce Planner (in customer fulfilment centres). <ol style="list-style-type: none"> a) Team members at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Team members require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties. b) Team members may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to team members in Levels 1 and 2 and would be able to train such team members by means of personal instruction and demonstration. 3) Indicative typical duties and skills at this level may include: <ol style="list-style-type: none"> a) preparing cash payment summaries, banking reports and bank statements; calculating and maintaining wage and salary records; following credit referral procedures; applying purchasing and inventory control requirements b) providing specialised advice and information on products and services; responding to client or public or supplier problems within its own functional area utilising a high degree of interpersonal skills. c) applying one or more computer software packages to: <ol style="list-style-type: none"> i. create new files and records; ii. maintain computer-based records management systems iii. identify and extract information from internal and external sources; iv. use of advanced word processing/keyboard functions.



**Tradesperson
Level 4**

- 1) A qualified retail tradesperson performing work in Woolworths' Retail Supermarket Operations at a higher level than a Store Team Member Level 3.
- 2) Indicative of the tasks which might be required at this level are the following:
 - a) A team member who is required to utilise the skills of a trades qualification for the majority of the time in a week.
Indicative job titles include but are not limited to:
 - a) A team member who has completed an appropriate trades course or holds an appropriate Certificate III and is required to use their qualifications in the course of their work.
 - i) Qualified trade butcher
 - ii) Qualified trade baker

**Tradesperson
Level 5**

- 1) A qualified retail tradesperson performing work in Woolworths' Retail Supermarket Operations at a higher level than a Store Team Member Level 4.
- 2) Indicative job titles include but are not limited to:
 - a) A qualified tradesperson in charge of other qualified tradespersons
 - b) Department Manager (qualified tradesperson)

Appendix B Traineeships and Apprenticeships

B.1 Traineeship

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

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

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

B.2 Apprenticeship

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

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

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

B.3 Training Conditions

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

B.3.2 A Traineeship or Apprenticeship shall not commence until the relevant Traineeship/Apprenticeship Agreement, made in accordance with a Traineeship/Apprenticeship Scheme, has been signed by Woolworths and the trainee/apprentice and lodged for registration with the relevant state or territory training authority.

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

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

B.4 Overtime and Shiftwork

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

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

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

B.5 Employment Conditions

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

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

- without reasonable cause shall not be paid for such time off.
- (d) Accommodation and Meals – Where a team member is required to attend block release training at college and away from home accommodation is required for the duration of the block release training, this accommodation may be provided by Woolworths or the team member shall be reimbursed by Woolworths the difference between the appropriate statutory amount as prescribed by the State or Training Authority and the cost of reasonably comfortable accommodation and meals approved by Woolworths.
 - (e) Provided that the total monies paid by the statutory scheme and Woolworths is no more than the cost of reasonably comfortable accommodation and meals approved by Woolworths.
 - (f) If the Vocational Training Assistance (VTAS) rate of reimbursement is substantially increased Woolworths and the relevant Trade Union agree to review the rate of reimbursement.
 - (g) Travelling Expenses and Fares – Woolworths shall either provide transport or shall reimburse to the Trainee/Apprentice all fares reasonably incurred in attending the college. Where transport, other than the use of a private vehicle is available, trainees/apprentices shall be encouraged to use such transport and all fares incurred shall be reimbursed.
 - (h) Where such transport is not readily available and private transport has to be used the trainee/apprentice shall be paid no less than the difference between the VTAS rate and the travelling allowance.

B.6 Commitment to ongoing employment

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

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

B.7 School Based Apprentices

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

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

B.7.3 The relevant minimum wages for full-time junior and adult apprentices provided for in clause 4.5 of this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.

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

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

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

B.7.7 The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.

B.7.8 School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression provided in this Agreement.

B.7.9 If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

B.7.10 School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

Appendix C Stocktake Team

C.1 Stocktake Team

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

C.1.2 For the avoidance of doubt, clause 8.8 of this Agreement does not apply to stocktake team members or stocktake team leaders; instead the provisions of this Appendix apply.

C.2 Travel and Allowances

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

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

Where travel time plus hours worked on a single coach/bus trip day exceeds 10 hours in total, team members shall be entitled to a daily meal allowance of \$21.57 for that day. This meal allowance shall never be less than the overtime meal allowance provided for in the *General Retail Industry Award*.

C.3 New South Wales and Australian Capital Territory Stocktake Team

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

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

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

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

C.4 Accommodation

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

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

Appendix D Supported wages

D.1 Introduction

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

D.1.2 In this appendix:

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

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

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

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

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

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

D.2 Eligibility criteria

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

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

D.3 Supported wage rates

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

Assessed capacity %	Relevant wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

D.3.2 Provided that the minimum amount payable must be not less than \$102 per week, or such other minimum amount as specified in the *General Retail Industry Award*.

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

D.4 Assessment of capacity

- D.4.1** For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the team member will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted Woolworths and team member and, if the team member so desires, a trade union which the team member is eligible to join.
- D.4.2** All assessments made under this appendix must be documented in an SWS wage assessment agreement and retained by Woolworths as a time and wages record in accordance with the Fair Work Act.

D.5 Lodgement of SWS wage assessment agreement

- D.5.1** All SWS wage assessment agreements under the conditions of this appendix, including the appropriate percentage of the relevant minimum wage to be paid to the team member, must be lodged by the Woolworths (or its agent) with the FWC.
- D.5.2** All SWS wage assessment agreements must be agreed and signed by the team member (and their parent or guardian, if required) and Woolworths as parties to the assessment. Where a trade union is not a party to the assessment, the assessment will be referred by the FWC to the trade union by certified mail and the agreement will take effect unless an objection is notified to the FWC within 10 working days.

D.6 Review of assessment

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

D.7 Other terms and conditions of employment

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

D.8 Workplace adjustment

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

D.9 Trial period

- D.9.1** In order for an adequate assessment of the team member's capacity to be made, Woolworths may employ a person under the provisions of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- D.9.2** During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- D.9.3** The minimum amount payable to the team member during the trial period must be no less than \$102 per week.
- D.9.4** Work trials should include induction or training as appropriate to the job being trialled.
- D.9.5** Where Woolworths and team members wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause D.4.

Appendix E Security Guidelines

E.1 Security related matters

- E.1.1 These guidelines deal with situations where a team member is being investigated by Woolworths for engaging in a suspected dishonest practice (eg theft).
- E.1.2 These guidelines recognise that Woolworths has a right to protect its property and that team members have a right to be afforded due process and be treated with respect.

E.2 Interviewing team members

- E.2.1 Woolworths has a right to conduct interviews with team members that it reasonably believes have engaged in a dishonest practice.
- E.2.2 Before asking questions of the team member, Woolworths will caution the team member in the following terms:

"You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence".
- E.2.3 After giving this caution, Woolworths will invite the team member to have a witness attend the interview. The witness must be chosen by the team member, but cannot be a person involved in the subject of the interview.
- E.2.4 During the course of the interview, everyone involved will conduct themselves in a courteous manner toward one another.
- E.2.5 Where a security investigation involves a team member remaining on the premises outside of the team member's working time, the team member shall be paid overtime, for all time so spent.
- E.2.6 As a general principle, team members who have been interviewed with regards to a security matter should not be transferred to another work place (unless they agree), have a change of duties or sustain any disciplinary action until the security investigation has been completed.

E.3 Cash shortages

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

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

- E.4.1 Woolworths is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.
- E.4.2 Individual security checks of bags, parcels and/or lockers shall not take place unless the team member concerned is present, or the team member has given permission for such search to take place in their absence.
- E.4.3 Where a search or check is to take place in the team member's absence, the team member may nominate some other responsible team member to be present during such proposed search or check.

E.5 Team member entrances and exits

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

Appendix F Saved provisions

F.1 Accident Make Up Pay – Victoria Only

F.1.1 This clause only applies to team members who were continuously employed in the State of Victoria on or before 22 October 2018.

F.1.2 If, following an accident, a team member who is eligible according to clause F.1.1 receives compensation under the applicable workers compensation legislation, then that compensation payment shall be increased by Woolworths to the amount of the usual weekly rate for the rostered hours worked by the team member at the time of the accident. This payment made by Woolworths will not apply during the first 10 normal working days of incapacity and will be limited to a maximum of 39 weeks.

F.2 Victorian “Schedule B” Meat Team Members

F.2.1 Team members who had the benefit of clause 13.1 in the *Woolworths National Supermarket Agreement 2012* (often called “Victorian Meat Schedule B” team members) and the phase out allowances under the *Woolworths Supermarkets Agreement 2018*, will no longer be entitled to the special provisions or wage rates of Schedule B in clause 3.1 or the penalty rates in clause 13.1 of the *Woolworths National Supermarket Agreement 2012*. The phasing out of this allowance will continue and team members will be entitled to receive the following allowance on their base rates of pay on Saturdays and Sundays as follows:

Period that allowance applies:	Saturdays (full-time team members only) Additional allowance per hour	Sundays (full-time, part-time and casual team members) Additional allowance per hour
From 1 July 2022 to 30 June 2025	\$4.50	\$4.50
1 July 2025 to 30 June 2026	\$1.75	\$2.50
From 1 July 2026 allowance ceases	n/a	n/a

F.2.2 If a team member who is a Victorian Meat Schedule B team member under this clause is promoted to a higher grade or changes roles voluntarily within Woolworths, this allowance will cease to apply to them from the date of their change in employment status.

F.3 Northern Territory Bakers

F.3.1 Existing team members who were Eligible NT Bakers under the *Woolworths Supermarket Agreement 2018* on the provisions of J.8. will continue to receive the NT Bakers Phase Out Allowance as follows:

- (i) Current - \$20 per week
- (ii) from 1 July 2025 to 30 June 2026 - \$10 per week
- (iii) from 1 July 2026 - the allowance ceases to apply

F.3.2 If a team member who is an Eligible NT Baker under this clause is promoted to a higher grade or changes roles voluntarily within Woolworths, this allowance will cease to apply to them from the date of their change in employment status.

F.3.3 For the avoidance of doubt, Woolworths and the SDA will agree on a list of named team members who are eligible to receive this allowance as and from the commencement date of this Agreement, and Eligible NT Bakers will be notified of their eligibility.

F.4 Saved work arrangements

F.4.1 Existing team members employed under the *Woolworths Supermarkets Agreement 2018* who had the benefit of provisions that prevented them from being required to work on certain days and work arrangements will continue to receive the benefit of those provisions as follows:

- (i) Working weekends and extended trading hours (refer to clause J.3 of Appendix J to the *Woolworths Supermarkets Agreement 2018*)
- (ii) Meat department team members (refer to clause J.5 of Appendix J to the *Woolworths Supermarkets Agreement 2018*)

F.5 District Allowances – Western Australia

F.5.1 Existing team members who received a Western Australia district allowance under the *Woolworths Supermarket Agreement 2018* may continue to receive the same weekly district allowance, subject to annual reductions until the allowance is absorbed and subject to the team member working in the eligible district and meeting the requirements of clause J.11.1 of Appendix J to the *Woolworths Supermarket Agreement 2018*, in accordance with the following table:

Location	Type	Current	from 1 July 2025	from 1 July 2026	from 1 July 2027
Newman	Dependant	\$5.90	\$2.95	\$1.48	\$0 - allowance ceases
Port Hedland	Dependant	\$24.30	\$12.15	\$6.08	\$0 - allowance ceases
Broome	Dependant	\$33.50	\$16.75	\$8.38	\$0 - allowance ceases
Wickham	Dependant	\$33.50	\$16.75	\$8.38	\$0 - allowance ceases
Derby	Dependant	\$36.30	\$18.15	\$9.08	\$0 - allowance ceases
Karratha	Dependant	\$36.70	\$18.35	\$9.18	\$0 - allowance ceases

F.5.2 To be eligible to receive the dependant allowance, the team member must have a dependant spouse or de facto partner (or child if there is no spouse or de-facto partner), except if the dependant also receives a district allowance payment as part of his or her own employment (whether with Woolworths or not) in which case only the single allowance is payable. Team members claiming the dependant allowance will be required to complete a statutory declaration in a form required by Woolworths, confirming their eligibility for the dependant allowance upon the commencement of this Agreement and again once every 12 months.

F.6 Buy-out and end of saved provisions

F.6.1 Woolworths and a team member can mutually agree to Woolworths making a payment to the team member to “buy-out” an entitlement to a saved provision under this Agreement. Where a buy-out takes place, the team member will no longer be entitled to the provision that has been bought out.

F.6.2 When a team member entitled to a saved provision ceases employment with Woolworths or ceases to be covered by this Agreement, they lose the benefit of any applicable saved provision and will not be entitled to the saved provision again if they return to employment with Woolworths or are covered by this Agreement again.

Appendix G Definitions

Agreement means this enterprise agreement, as per clause 1.1.

Child means any of the following:

- a) a “child” of a person as defined under the Fair Work Act; and
- b) for clarity and/or to the extent not included in the above - a team member’s natural or adopted child, step-child or any child for whom a team member has care or custody of as a result of a Court or guardianship order (including a permanent care order).

Continuous service has the meaning given in section 22 of the Fair Work Act.

Contract hours means the agreed minimum number of hours per week that Woolworths must provide to a part-time team member.

Fair Work Act means the *Fair Work Act 2009 (Cth)*.

Found Family means where the team member is out of contact with a member or members of their immediate family, another person with whom the team member has a genuine relationship of identifiable equivalent significance.

FWC means the Fair Work Commission of Australia.

Immediate family member means any of the following:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the team member;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the team member (for example a mother-in-law or father-in-law);
- c) to the extent they are not included in the above - any other minor for whom a team member has custody or care as a result of a Court or guardianship order (including a permanent care order);
- d) Found Family.

“**in writing**” or “**written**” has its usual meaning, and includes “in writing” by electronic means, for example in an email or an electronic document or record created, sent and received through a software application.

Employee Relations Team is a team providing people advice and support, nationally to Woolworths team members and line managers (leaders). Employee Relations can be contacted by telephone or online query, details available on Woolworths’ intranet.

NES means the National Employment Standards, contained in the Fair Work Act.

Ordinary Time Earnings has the meaning set out by the Australian Taxation Office’s ruling (SGR2009/2, 1 July 2009) on Ordinary Time Earnings.

Ordinary Weekly Earnings means a full-time or part-time member’s ordinary earnings for a week of ordinary hours worked as part of their typical standard roster, consisting of their base rate of pay plus any penalty rates or loadings they would normally receive for working those ordinary hours (not including any flex up worked, overtime or allowances paid). In other words, a team member’s normal “take home pay” for a regular week’s work.

Proactive Services means the division of Woolworths’ Retail Supermarket Operations that undertakes trolley collection and provides cleaning services (and any related or incidental services).

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

Retail Supermarket Operations means Woolworths’ retail business, including supermarkets, customer fulfilment centres, eStores, metro stores, online and home delivery services (but does not include Woolworths Support Office or above store operations).

School age means the age at which a child is required by a law of the state or territory of Australia in which the child lives to attend school.

Spouse has the same meaning as under the Fair Work Act (and, for the avoidance of doubt, includes a former spouse).

Standard roster means a full-time or part-time team member’s agreed standard roster arrangements, being the days and times when the team member is required to work.

Team member has the meaning in clause 1.2.a (and, for the avoidance of doubt, means an employee of Woolworths covered by this Agreement regardless of their job title).

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

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

Signature Page

Signatories to the Agreement

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

Signature _____

Full Name _____

Title _____

Address _____

Date _____

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

Signed for and on behalf of **Woolworths (South Australia) Pty Limited**

Signature _____

Full Name _____

Title _____

Address _____

Date _____

Who is duly authorised to sign this Agreement on behalf of Woolworths (South Australia) Pty Limited

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

Signature _____

Full Name _____

Title _____

Address _____

Date _____

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

Signed for and on behalf of **Australian Workers' Union**

Signature _____

Full Name _____

Title _____

Address _____

Date _____

Who is duly authorised to sign this Agreement on behalf of the Australian Workers' Union



Woolworths 
The fresh food people