

**STATEWIDE INDEPENDENT WHOLESALERS TASMANIA REGIONAL  
DISTRIBUTION CENTRE – UNITED WORKERS UNION ENTERPRISE  
AGREEMENT 2023**

**TABLE OF CONTENTS**

PART 1. APPLICATION & OPERATION .....	3
1 TITLE .....	3
2 TERM OF OPERATION .....	3
3 SCOPE .....	3
4 PARTIES BOUND .....	3
5 OBJECTIVES OF AGREEMENT.....	3
6 PRINCIPLES .....	4
7 NO EXTRA CLAIMS .....	4
8 SAVINGS.....	5
9 RENEGOTIATION OF AGREEMENT .....	5
10 DEFINITIONS .....	5
PART 2. FLEXIBILITY .....	6
11 FLEXIBILITY.....	6
PART 3. TYPES OF EMPLOYMENT & CLASSIFICATIONS .....	6
12 PROBATION.....	7
13 FULL-TIME TEAM MEMBERS.....	7
14 PART-TIME TEAM MEMBERS .....	7
15 CASUAL TEAM MEMBERS .....	7
16 LABOUR HIRE CASUALS.....	8
17 CLASSIFICATIONS.....	8
18 RELIEF TRUCK DRIVERS.....	12
PART 4. PAY & ALLOWANCES .....	13
19 WAGE RATES.....	13
20 ALLOWANCES.....	16
21 MIXED FUNCTIONS / HIGHER DUTIES .....	18
22 PAYMENT OF WAGES .....	18
23 SUPERANNUATION .....	18
24 SALARY SACRIFICE FOR SUPERANNUATION .....	19
25 JOURNEY INSURANCE & INCOME PROTECTION.....	19
26 FACILITIES.....	19
PART 5. ROSTERING, HOURS OF WORK & OVERTIME.....	20

27	HOURS OF WORK.....	20
28	START & FINISHING TIME .....	21
29	MAKE-UP TIME .....	21
30	SHIFTWORK AND PENALTY RATES .....	21
31	OVERTIME .....	22
32	PUBLIC HOLIDAYS & HOLIDAY WORK .....	23
33	PAID AND UNPAID REST BREAKS .....	24
34	ROSTERING ARRANGEMENTS .....	25
35	STAND DOWN .....	26
	PART 6. TIME OFF WORK & LEAVE .....	26
36	ANNUAL LEAVE .....	26
37	PERSONAL/CARER'S LEAVE.....	28
38	MENTAL HEALTH LEAVE .....	30
39	LONG SERVICE LEAVE .....	30
40	COMPASSIONATE LEAVE.....	31
41	PARENTAL LEAVE .....	31
42	FAMILY & DOMESTIC VIOLENCE LEAVE .....	31
43	JURY SERVICE.....	32
44	COMMUNITY SERVICE LEAVE .....	32
45	BLOOD DONOR LEAVE .....	32
46	STUDY LEAVE .....	32
47	LEAVE OF ABSENCE (AUTHORISED UNPAID LEAVE) .....	33
	PART 7. CONSULTATION & DISPUTE RESOLUTION .....	33
48	CONSULTATIVE COMMITTEE.....	33
49	CHANGE CONSULTATION .....	33
50	RESOLUTION OF DISPUTES .....	35
	PART 8. TERMINATION OF EMPLOYMENT & REDUNDANCY .....	36
51	CONTRACT OF EMPLOYMENT (TERMINATION) .....	36
52	REDUNDANCIES .....	37
	PART 9. UNION RECOGNITION.....	39
53	UNITED WORKERS UNION (UWU) .....	39
54	UNION DELEGATES.....	41
	PART 10. SIGNATORIES .....	42

## **PART 1. APPLICATION & OPERATION**

### **1 TITLE**

This Agreement shall be known as the Statewide Independent Wholesalers Tasmania Regional Distribution Centre – United Workers Union Enterprise Agreement 2023.

### **2 TERM OF OPERATION**

- 2.1 This Agreement shall have an operative effect seven (7) days from the date of approval. The Agreement will reach its nominal expiry on 31 October 2027.
- 2.2 This Agreement shall be read and interpreted in conjunction with the NES, provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to a Team Member shall take precedence.

### **3 SCOPE**

This Agreement applies to all Team Members for whom classifications appear in this Agreement of Statewide Independent Wholesalers Limited at its Distribution Centre located at 8 Translink Avenue, Western Junction.

### **4 PARTIES BOUND**

This Agreement shall be binding on:

- (a) Statewide Independent Wholesalers Limited, Translink Avenue, Western Junction (the Company);
- (b) the United Workers Union (the Union);
- (c) all Team Members for whom classifications appear in this Agreement whether members of the Union or not.

### **5 OBJECTIVES OF AGREEMENT**

- 5.1 Our objective is to achieve best practice in Logistics and Supply Chain Management in order to provide a better shopping experience for our customers each and every time.
- 5.2 Regardless of your role or the department you are in, we're all bound together by our vision and mission. In line with our values, all Team Members will be treated equally and respectfully.
- 5.3 This Agreement seeks to achieve efficient and prosperous outcomes for the benefit of the Company, all Team Members, customers and shareholders.
- 5.4 The Company makes a commitment to maximising permanent full-time employment and developing career paths through Company training programs. The Company will advertise any permanent position internally to fill permanent vacancies in-house in the first instance. These positions will be open to all Team Members, including casuals. If a suitable candidate cannot be found in-house the position will then be advertised externally.
- 5.5 As a result of training and an effective career path, the Company will, over time, provide for the best jobs in the grocery distribution industry.

- 5.6 The Company has the objective of minimal turnover of labour and long-term employment for full-time Team Members.
- 5.7 The Company is committed to creating and maintaining a safe work environment and will work with our Team Members to identify safety improvements.
- 5.8 The parties recognise the achievement of such working relationships requires:
- (a) that Team Members are involved in making decisions which may affect them in the workplace;
  - (b) that Team Members efforts are recognised and benefit from the success of the business;
  - (c) Team Members to willingly accept total flexibility of jobs and duties throughout the Distribution Centre, subject to training received and individual skills or abilities to perform particular tasks;
  - (d) Team Members strive to continually meet customer expectations including the ongoing receipt, stocking and presentation of goods and services;
  - (e) the development of terms and conditions of employment which are based upon the specific needs of the Company and all Team members, whilst ensuring Team Members enjoy conditions of service, which in total, will equal or exceed prevailing community standards;
  - (f) the Company and all Team Members constantly strive for improvement in safety , work organization, customer service, and or any other area which will enhance the quality of the working environment and the effectiveness of the Company's operations;
  - (g) the avoidance of any action which disrupts or impedes delivery of services by the prompt resolution of Team Member concerns through effective communication and the agreed processions of consultation and grievance handling;
  - (h) Team Members to understand and accept Company Policies and Procedures necessary to ensure a safe and efficient operation; and
  - (i) maximising permanent full-time employment within the workforce wherever practicable.

## **6 PRINCIPLES**

This Agreement is executed on the understanding and express agreement to the following principles:

- (a) this Agreement recognises the Company operates in an extremely competitive and dynamic grocery distribution industry within Tasmania. To ensure the Company's success and that of all Team Members, a flexible work environment is require where the primary focus is satisfaction of client demand and the ability to compete on an even footing with competitors;
- (b) the parties unequivocally commit to the concept of continuous improvement and will monitor and change inflexible and inefficient work practices through appropriate consultative mechanisms; and
- (c) the parties recognise the operational requirements of the Distribution Centre is unique and therefore agree to negotiate outcomes specific to the centres to ensure site specific factors are catered for.

## **7 NO EXTRA CLAIMS**

The parties undertake not to pursue any extra claims for the term of this Agreement.

## 8 SAVINGS

Team Members who are in receipt of a wage in excess of that prescribed in Clause 19 – Wage Rates shall not have wages reduced as a result of this Agreement.

## 9 RENEGOTIATION OF AGREEMENT

- 9.1 Notwithstanding the nominal expiry date of this Agreement, the terms of this Agreement shall remain in force until a new Agreement has been registered.
- 9.2 The parties are committed to commence negotiations to reach a new Agreement no less than 3 months prior to the expiry of this Agreement. Negotiations shall be conducted in good faith and without resorting to industrial action during the life of this Agreement.

## 10 DEFINITIONS

Term	Meaning
FW Act	<i>Fair Work Act 2009</i> (Cth) as it is amended from time to time and any successor Acts.
Agreement	<i>Statewide Independent Wholesalers Tasmania Regional Distribution Centre – United Workers Union Enterprise Agreement 2023</i> .
Base Rate of Pay	The Base Hourly Rate of Pay or the Base Weekly Rate of Pay according to the Team Member's classification as set out in clause 19. The Base Rate of Pay does not include any loadings (including casual loading) or allowances.
Casual Team Member	A Team Member who has been engaged on a casual basis and is not guaranteed any minimum number of ordinary hours in any week.
Continuous Service	Shall have the meaning as per section 22 of the <i>Fair Work Act 2009</i> (Cth).
FWC	Fair Work Commission.
the Company	Statewide Independent Wholesalers Limited ABN 51 009 519 546.
Immediate Family	A Team Member's spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, sibling, or a child, parent, grandparent, grandchild or sibling of the Team Member's spouse or de facto partner (or former spouse or de facto partner). This definition includes step-relations (e.g., step-parents and step children) as well as adoptive relations.
LSL Act	<i>Long Service Leave Act 1976</i> (Tas)
NES	National Employment Standards under the FW Act.
Permanent Team Member	A Team Member who is engaged on a part-time or full-time basis.
Public Holiday	Means a public holiday as gazetted in the State of Tasmania.
Shiftworker	For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays.
Show Day	Shall mean not more than one local show day observed on a Team Member's ordinary working day, other than a Saturday or a Sunday, in the city, town or district in which the team member is employed; or such other day which, in the absence of such a local show day, is agreed on by the Team Member and the Company.
TasRDC	Tasmania Regional Distribution Centre.
Union	United Workers Union.

## **PART 2. FLEXIBILITY**

### **11 FLEXIBILITY**

11.1 The Company and a Team Member covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with 1 or more of the following matters:
- (b) arrangements about when work is performed;
- (c) the arrangement meets the genuine needs of SIW and the Team Member in relation to 1 or more of the matters mentioned in paragraph (b); and
- (d) the arrangement is genuinely agreed to by the Company and the Team Member. In order to ensure genuine agreement the Team Member may discuss the proposed IFA with a Union delegate.

11.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the FW Act; and
- (b) are not unlawful terms under section 194 of the FW Act; and
- (c) result in the Team Member being better off overall than the Team member would be if no arrangement was made.

11.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Team Member; and
- (c) is signed by the Company and the Team Member and if the Team Member is under 18 years of age, signed by a parent or guardian of the Team Member; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Team Member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (iv) states the day on which the arrangement commences.

11.4 The Company must give the Team Member a copy of the individual flexibility arrangement:

- (a) by giving no more than 14 days written notice to the other party to the arrangement; or
- (b) if the Company and the Team Member agree in writing at any time.

11.5 An individual flexibility arrangement may only be made after the individual Team Member has commenced employment with the Company.

## **PART 3. TYPES OF EMPLOYMENT & CLASSIFICATIONS**

## **12 PROBATION**

- 12.1 All new permanent and casual Team Members will be engaged on a probationary basis during the first 3 months of employment. Team Members may request a support person or a Union delegate to attend the 3-month employment assessment meeting.
- 12.2 The Company may extend the probation period up to 6 months.
- 12.3 During the probation period employment may be terminated by giving 1 weeks' notice in the case of permanent Team Members or 1 days' notice for casual Team Members.

## **13 FULL-TIME TEAM MEMBERS**

- 13.1 A full-time Team Member will work 38 ordinary hours per week.

## **14 PART-TIME TEAM MEMBERS**

- 14.1 A part-time Team Member is engaged to work at least 20 ordinary hours each week and less than 38 ordinary hours per week. Nothing prevents the Company and a Team Member from agreeing to work less than 20 ordinary hours per week.
- 14.2 A part-time Team Member receives on a pro-rata basis and based on the Team Member's contracted ordinary hours, equivalent pay, and conditions to those of full-time Team Members.
- 14.3 A part-time Team Member shall be entitled to a minimum engagement of 4 consecutive hours for each shift worked.
- 14.4 Flex-up (Additional Hours)
  - (a) Subject to clause 14.1, a part-time Team Member may request to work additional ordinary hours up to a maximum of 38 in any one week (flex-up), subject to operational requirements and mutual agreement.
  - (b) Flex-up hours will be paid at the Team Member's Base Rate of Pay (plus any applicable penalty rates applicable to the hours worked) and paid as ordinary hours for the purposes of the payment of superannuation, applicable leave accrual, and for the purposes of allowances and breaks.

## **15 CASUAL TEAM MEMBERS**

- 15.1 A casual Team Member has the meaning given by section 15A of the FW Act.
- 15.2 A casual Team Member will be guaranteed not less than 4 hours' engagement every shift.
- 15.3 A casual Team Member shall, unless otherwise agreed, be rostered for a minimum of 15 hours per week once they have satisfactorily completed the probation period and are available to work am and pm shifts.
- 15.4 In the event of a shift cancellation, a casual Team Member will be provided with a minimum of 2 hours' notice of the cancellation.
- 15.5 A casual loading of 21% of the applicable Base Rate of Pay is payable for all ordinary hours worked. The casual loading will increase by 1% and in line with the wage increases in each year of the Agreement up to a maximum of 25%.

15.6 The casual loading is paid in compensation for, and in lieu of, the following entitlements:

- (a) paid leave entitlements to the exclusion of paid:
  - (i) long service leave; and
  - (ii) family and domestic violence leave;
- (b) payment for absence on a public holiday;
- (c) payment in lieu of termination;
- (d) redundancy pay; and
- (e) any other entitlements of a permanent Team Member.

15.7 The casual loading is cumulative and is excluded for the purposes of overtime and penalty rates as set out in clauses 30 and 31 respectively.

15.8 Offers and requests for casual conversion are provided for in accordance with the NES.

15.9 Despite section 66B of the FW Act, Team Members shall be offered conversion to permanent employment under clause 15.8 if the casual Team Member:

- (a) has been employed by the Company for a period of 6 months; and
- (b) during their employment, has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the casual Team Member could continue to work on a full-time or part-time basis.

15.10 Nothing in this Agreement prevents a casual Team Member from applying for any other advertised positions at TasRDC.

## **16 LABOUR HIRE CASUALS**

16.1 Labour Hire Casual means a worker who is engaged by the Company through a third-party labour hire provider.

16.2 It is the Company's preference to engage Team Members directly (i.e., on a full-time, part-time or casual engagement). However, where the Company identifies the requirement to a labour hire provider, it will notify the Union, through the Consultative Committee, of its intention to do so.

16.3 It is the Company's intention that work that is performed by persons who are not directly employed by the Company and that would otherwise be covered by this Agreement will only be accepted by the Company if those persons who perform the work receive wages, terms and conditions that are no less favourable than that provided for in this Agreement.

16.4 For the avoidance of doubt, the obligation to offer conversion to permanent employment to casual Team Members under clause 15.9 applies to Labour Hire Casuals.

## **17 CLASSIFICATIONS**

17.1 Storeperson Level 1

- (a) This level is the entry level for all new Team Members.



- (b) A Team Member will remain at this level for 988 actual hours worked. During this period a Team Member will undertake induction training which may include information about the business, conditions of employment, introduction to managers, supervisors and fellow Team Members, training and career path opportunities, Distribution Centre layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control / assurance.
- (c) A Team Member at this level performs routine duties essentially of a manual nature under direct supervision and at the standard of training required for this role.
- (d) Progression to Level 2 will be upon the Team Member having completed 988 actual hours worked and on being assessed by the Company as being competent to perform at Level 2.

#### 17.2 Storeperson Level 2

- (a) A Team Member at this level performs a range of storeperson and / or packer functions, essentially of manual nature and at the standard of training required for this role.
- (b) A Team Member at this level:
  - (i) is responsible for quality of work subject to routine supervision;
  - (ii) works under routine supervision either individually or in a team environment;
  - (iii) exercises discretion within the Team Members standard of skills / training;
  - (iv) undertakes duties in a safe and responsible manner;
  - (v) indicative tasks which a Team Member at this level may be required to perform are:
    - (A) allocating and retrieving goods from specific Distribution Centre areas,
    - (B) basic operation of Visual Display Unit (VDU) or similar equipment,
    - (C) periodic housekeeping and stock checks,
    - (D) use of manual materials handling equipment,
    - (E) assisting drivers of motor vehicles,
    - (F) manually load and / or unload vehicles,
    - (G) cleaning duties.
- (c) Progression
  - (i) A Team Member will remain at his level for 988 actual hours worked and will then progress to Level 3 after being assessed by the Company as being competent to perform at Level 3. The total cumulative number of hours for Level 1 and Level 2 before progression is 1976.
  - (ii) Provided that a Team Member engaged predominantly on cleaning duties will remain at this level.

#### 17.3 Storeperson Level 3

- (a) A Team Member at this level works above and beyond the skills of a Level 2 Team Member and has satisfied the progression criteria for a Level 2 Team Member. A Level 3 Team Member will undertake a range of storeperson and / or packer functions at the standard of training required for this role and:

- (i) works from complex instructions and procedures and exercises discretion within the limit of the Team Member's skills;
  - (iii) co-ordinates work in a team environment or works individually under limited supervision; and
  - (iv) is responsible for the quality of work.
- (b) In addition to the tasks at Level 1 and 2, the indicative tasks which a Team Member at this level may be required to perform are:
- (i) use of measuring equipment and scales;
  - (ii) maintenance of relevant records;
  - (iii) use of tools and equipment within the scope of basic non-trades maintenance;
  - (iv) customer service, processing of sales orders and periodic checking of stock and stock reconciliation; and
  - (v) operation of rigid vehicle up to 4.5 GVM.

(c) Progression

A Team Member will remain at Level 3 until qualified by training to advance to a role at Level 4 once selected by the Company.

#### 17.4 Storeperson Level 4

- (a) A Team Member at this level works above and beyond the skills of a Level 3 Team Member and:
- (i) performs work requiring minimal supervision either individually or in a team environment;
  - (ii) is responsible for checking the quality of work performed;
  - (iii) exercises discretion within the scope of this level;
  - (iv) demonstrates an advanced level of interpersonal and communication skills;
  - (v) possesses a sound knowledge of all warehousing and distribution functions performed below this level.
- (b) In addition to the tasks at levels 1,2 and 3, the indicative tasks which a Team Member at this level may be required to perform, once trained, and deemed competent, are:
- (i) forklift and hi-rise order selection (if the relevant licence is obtained);
  - (ii) security order selection, meat order selection, loading, TC dock, battery change, reclaim, maintenance, hauler, Metcash order selection, Xdock, cycle count, product checks, deconsolidation;
  - (iii) utilise an extensive working knowledge of the Company's products / services, function, locations and clients to respond to and act upon most internal/external enquiries; and
  - (iv) Relief Truck Driver (operation of vehicle greater than 4.5 GVM).

(c) Progression

A Team Member will remain at Level 4 until qualified by training to advance to a role at Level 5 once selected by the Company.

#### 17.5 Storeperson Level 4.5

- (a) This level will be gradually phased out and only applies to those Team Members deemed to be Level 4.5 as part of the 2016 Agreement. Team Members will remain at this level until a Team Member ceases employment with the Company or progresses to a higher level.
- (b) A Team Member at this level works above and beyond the skills of a Level 3 Team Member and will have advanced materials handling skills and:
  - (i) performs work requiring minimal supervision either individually or in a team environment;
  - (ii) is responsible for checking the quality of work;
  - (iii) exercises discretion within the scope of this level;
  - (iv) demonstrates an advanced level of interpersonal and communication skills; and
  - (v) possesses a sound knowledge of all warehousing and distribution functions performed below this level.
- (c) In addition to the tasks at levels 1,2 and 3 the indicated tasks which a Team Member at this level may be required to perform are:
  - (i) operation all material handling equipment under licence as a predominant part of the job function, (note: a team member must be required by the Company to operate such equipment to be classified at this level);
  - (ii) maintenance of relevant records;
  - (iii) utilise an extensive working knowledge of the Company's products / services, functions, locations and clients to respond to and act upon most internal / external enquiries;
  - (iv) dispatch function;
  - (v) cyclic stock counts – product checks; and
  - (vi) Relief Truck Driver (operation of vehicle greater than 4.5 GVM).
- (d) Progression  
A Team Member will remain at Level 4.5 until qualified by training to advance to a role at Level 5 once selected by the Company.

#### 17.6 Storeperson Level 5

- (a) A Team Member at this level performs work above and beyond that required of a Level 4 or 4.5 Team Member and to the level of training which may include the completion of certificate or equivalent qualification according to the needs of the Company and:
  - (i) possesses a highly developed level of inter-personal communications skills;
  - (ii) possesses the ability to supervise and provide direction and guidance to other Team Members including the ability to assist in the provision of on-the-job training and inductions;
  - (iii) exercises discretion with the scope of this level; and
  - (iv) possesses a sound knowledge of all warehousing and distribution functions performed below this level.

- (b) In addition to the tasks at Level 1, 2, 3, and 4 and 4.5 the indicative tasks which a Team Member at this level may be required to perform are:
  - (i) receiving function, as primary function;
  - (ii) short, abandons and new product function; and
  - (iii) responsibility for a particular task or function within the scope of this level.

(c) Progression

A Team Member will remain at Level 5 until qualified by training to advance to a role at Level 6 once selected by the Company.

#### 17.7 Storeperson Level 6

- (a) At Team Member at this level performs work above and beyond that required of a Level 5 Team Member and to the level of training which may include the completion of a certificate or equivalent qualification according to the needs of the Company and:
  - (i) possesses the ability to ensure efficient operation and co-ordination of Company function for maximum profitability, productivity and sales;
  - (ii) possesses the ability to motivate and develop subordinates; and
  - (iii) has demonstrated capacity to implement quality control techniques and procedures to suit the enterprise.
- (b) In addition to the tasks at levels 1, 2, 3, 4, 4.5, and 5, the indicative tasks which a Team Member at this level may be required to perform are:
  - (i) supervision of Team Members;
  - (ii) co-ordinate the processes, schedules, and accounting controls between sections of the enterprise;
  - (iii) establish policies, objectives and plans for overall profitability, productivity, marketing, physical and financial resources, and personnel;
  - (iv) initiate long or short term planning, and set long range objective;
  - (v) respond to and act upon complex issues / arrangements in such areas as consumer client services, special products / service knowledge, production and planning schedules, material supply, transport / freight arrangements; and
  - (vi) control all aspects of security within the Distribution Centre.

## 18 RELIEF TRUCK DRIVERS

18.1 Team Members employed under the terms of this Agreement may, from time to time, be trained and required to perform the role of Relief Truck Driver.

18.2 Whilst performing this role, Team Members will be paid the appropriate Base Rate of Pay and all other conditions of this Agreement shall apply.

18.3 Whilst performing this role, Relief Truck Drivers will have the same opportunities to complete overtime, provided fatigue management regulations are complied with.

## PART 4. PAY & ALLOWANCES

### 19 WAGE RATES

#### 19.1 Adult Team Members

(a) Adult Team Members shall be paid the following Base Rates of Pay from the first pay period commencing on or after the date at the head of each column.

(b) Table 1 – Adult Team Members Permanent

Permanent Rates (19+)										
Annual Wage Increase (%)		6% increase		5% increase		3.5% increase		3.5% increase		
Pay Level	Current		01/11/2023		01/11/2024		01/11/2025		01/11/2026	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
1	\$26.5221	\$1,007.84	\$28.1134	\$1,068.31	\$29.5191	\$1,121.73	\$30.5523	\$1,160.99	\$31.6216	\$1,201.62
2	\$28.0787	\$1,066.99	\$29.7634	\$1,131.01	\$31.2516	\$1,187.56	\$32.3454	\$1,229.12	\$33.4775	\$1,272.14
3	\$29.6276	\$1,125.85	\$31.4053	\$1,193.40	\$32.9755	\$1,253.07	\$34.1297	\$1,296.93	\$35.3242	\$1,342.32
4	\$30.4100	\$1,155.58	\$32.2346	\$1,224.91	\$33.8463	\$1,286.16	\$35.0310	\$1,331.18	\$36.2570	\$1,377.77
4.5	\$31.1916	\$1,185.28	\$33.0631	\$1,256.40	\$34.7163	\$1,319.22	\$35.9313	\$1,365.39	\$37.1889	\$1,413.18
5	\$32.7555	\$1,244.71	\$34.7208	\$1,319.39	\$36.4569	\$1,385.36	\$37.7329	\$1,433.85	\$39.0535	\$1,484.03
6	\$34.3150	\$1,303.97	\$36.3739	\$1,382.21	\$38.1926	\$1,451.32	\$39.5293	\$1,502.11	\$40.9129	\$1,554.69

(c) Table 2 – Adult Team Members Casual

Casual Hourly Rates (Permanent Hourly Rate 19+ <b>plus</b> Casual Loading) Loading incrementally increasing by 1% each year					
Casual Loading	21% loading	22% loading	23% loading	24% loading	25% loading
Pay Level	Current	01/11/2023	01/11/2024	01/11/2025	01/11/2026
1	\$32.0917	\$34.2984	\$36.3085	\$37.8848	\$39.5270
2	\$33.9752	\$36.3114	\$38.4395	\$40.1083	\$41.8469
3	\$35.8494	\$38.3144	\$40.5599	\$42.3208	\$44.1553
4	\$36.7961	\$39.3262	\$41.6310	\$43.4384	\$45.3213
4.5	\$37.7418	\$40.3370	\$42.7010	\$44.5548	\$46.4861
5	\$39.6342	\$42.3594	\$44.8420	\$46.7887	\$48.8169
6	\$41.5212	\$44.3762	\$46.9769	\$49.0164	\$51.1411

#### 19.2 Junior Team Members

(a) Junior Team Members shall be paid the following percentage of the appropriate Base Rate of Pay for the level of work performed:

Age	Percentage of the Base Rate of Pay
Under 16 years	55%
16 years	65%
17 years	78.5%
18 years	93%
19 years and over	100%

(b) Table 3 – Junior Hourly Rates Permanent

Age <16		Permanent Junior Hourly Rate			
Annual Wage Increase (%)		6% increase	5% increase	3.5% increase	3.5% increase
Pay Level	Current	01/11/2023	01/11/2024	01/11/2025	01/11/2026
1	\$14.5872	\$15.4624	\$16.2355	\$16.8037	\$17.3919
2	\$15.4433	\$16.3699	\$17.1884	\$17.7900	\$18.4126
3	\$16.2952	\$17.2729	\$18.1365	\$18.7713	\$19.4283
4	\$16.7255	\$17.7290	\$18.6155	\$19.2670	\$19.9414
4.5	\$17.1554	\$18.1847	\$19.0939	\$19.7622	\$20.4539
5	\$18.0155	\$19.0965	\$20.0513	\$20.7531	\$21.4794
6	\$18.8733	\$20.0056	\$21.0059	\$21.7411	\$22.5021

Age 16		Permanent Junior Hourly Rate			
Annual Wage Increase (%)		6% increase	5% increase	3.5% increase	3.5% increase
Pay Level	Current	01/11/2023	01/11/2024	01/11/2025	01/11/2026
1	\$17.2394	\$18.2737	\$19.1874	\$19.8590	\$20.5540
2	\$18.2512	\$19.3462	\$20.3135	\$21.0245	\$21.7604
3	\$19.2579	\$20.4134	\$21.4341	\$22.1843	\$22.9607
4	\$19.7665	\$20.9525	\$22.0001	\$22.7701	\$23.5671
4.5	\$20.2745	\$21.4910	\$22.5656	\$23.3554	\$24.1728
5	\$21.2911	\$22.5685	\$23.6970	\$24.5264	\$25.3848
6	\$22.3048	\$23.6430	\$24.8252	\$25.6941	\$26.5934

Age 17		Permanent Junior Hourly Rate			
Annual Wage Increase (%)		6% increase	5% increase	3.5% increase	3.5% increase
Pay Level	Current	01/11/2023	01/11/2024	01/11/2025	01/11/2026
1	\$20.8198	\$22.0690	\$23.1725	\$23.9835	\$24.8230
2	\$22.0418	\$23.3643	\$24.5325	\$25.3911	\$26.2798
3	\$23.2577	\$24.6531	\$25.8858	\$26.7918	\$27.7295
4	\$23.8719	\$25.3042	\$26.5694	\$27.4993	\$28.4618
4.5	\$24.4854	\$25.9545	\$27.2523	\$28.2061	\$29.1933
5	\$25.7131	\$27.2559	\$28.6186	\$29.6203	\$30.6570
6	\$26.9373	\$28.5535	\$29.9812	\$31.0305	\$32.1166

Age 18		Permanent Junior Hourly Rate			
Annual Wage Increase (%)		6% increase	5% increase	3.5% increase	3.5% increase
Pay Level	Current	01/11/2023	01/11/2024	01/11/2025	01/11/2026
1	\$24.6656	\$26.1455	\$27.4528	\$28.4136	\$29.4081
2	\$26.1132	\$27.6800	\$29.0640	\$30.0812	\$31.1341
3	\$27.5537	\$29.2069	\$30.6672	\$31.7406	\$32.8515
4	\$28.2813	\$29.9782	\$31.4771	\$32.5788	\$33.7190
4.5	\$29.0082	\$30.7487	\$32.2861	\$33.4161	\$34.5857
5	\$30.4626	\$32.2904	\$33.9049	\$35.0916	\$36.3198
6	\$31.9130	\$33.8277	\$35.5191	\$36.7623	\$38.0490

(c) Table 4 – Junior Hourly Rates Casual

<b>Age &lt;16</b>	<b>Casual Junior Hourly Rate</b>				
Casual Loading	21% loading	22% loading	23% loading	24% loading	25% loading
<b>Pay Level</b>	<b>Current</b>	<b>01/11/2023</b>	<b>01/11/2024</b>	<b>01/11/2025</b>	<b>01/11/2026</b>
1	\$17.6505	\$18.8641	\$19.9697	\$20.8366	\$21.7398
2	\$18.6864	\$19.9713	\$21.1417	\$22.0596	\$23.0158
3	\$19.7172	\$21.0729	\$22.3079	\$23.2764	\$24.2854
4	\$20.2379	\$21.6294	\$22.8970	\$23.8911	\$24.9267
4.5	\$20.7580	\$22.1853	\$23.4855	\$24.5052	\$25.5674
5	\$21.7988	\$23.2977	\$24.6631	\$25.7338	\$26.8493
6	\$22.8366	\$24.4069	\$25.8373	\$26.9590	\$28.1276

<b>Age 16</b>	<b>Casual Junior Hourly Rate</b>				
Casual Loading	21% loading	22% loading	23% loading	24% loading	25% loading
<b>Pay Level</b>	<b>Current</b>	<b>01/11/2023</b>	<b>01/11/2024</b>	<b>01/11/2025</b>	<b>01/11/2026</b>
1	\$20.8596	\$22.2939	\$23.6005	\$24.6251	\$25.6925
2	\$22.0839	\$23.6024	\$24.9856	\$26.0704	\$27.2005
3	\$23.3021	\$24.9044	\$26.3639	\$27.5085	\$28.7009
4	\$23.9175	\$25.5620	\$27.0601	\$28.2349	\$29.4588
4.5	\$24.5322	\$26.2190	\$27.7556	\$28.9606	\$30.2160
5	\$25.7622	\$27.5336	\$29.1473	\$30.4127	\$31.7310
6	\$26.9887	\$28.8445	\$30.5350	\$31.8606	\$33.2417

<b>Age 17</b>	<b>Casual Junior Hourly Rate</b>				
Casual Loading	21% loading	22% loading	23% loading	24% loading	25% loading
<b>Pay Level</b>	<b>Current</b>	<b>01/11/2023</b>	<b>01/11/2024</b>	<b>01/11/2025</b>	<b>01/11/2026</b>
1	\$25.1920	\$26.9242	\$28.5022	\$29.7396	\$31.0287
2	\$26.6706	\$28.5044	\$30.1750	\$31.4850	\$32.8498
3	\$28.1418	\$30.0768	\$31.8395	\$33.2218	\$34.6619
4	\$28.8849	\$30.8711	\$32.6803	\$34.0991	\$35.5772
4.5	\$29.6273	\$31.6645	\$33.5203	\$34.9755	\$36.4916
5	\$31.1128	\$33.2521	\$35.2009	\$36.7292	\$38.3213
6	\$32.5941	\$34.8353	\$36.8769	\$38.4779	\$40.1457

<b>Age 18</b>	<b>Casual Junior Hourly Rate</b>				
Casual Loading	21% loading	22% loading	23% loading	24% loading	25% loading
<b>Pay Level</b>	<b>Current</b>	<b>01/11/2023</b>	<b>01/11/2024</b>	<b>01/11/2025</b>	<b>01/11/2026</b>
1	\$29.8453	\$31.8975	\$33.7669	\$35.2329	\$36.7601
2	\$31.5970	\$33.7696	\$35.7487	\$37.3007	\$38.9176
3	\$33.3399	\$35.6324	\$37.7207	\$39.3583	\$41.0644
4	\$34.2204	\$36.5734	\$38.7168	\$40.3977	\$42.1488
4.5	\$35.0999	\$37.5134	\$39.7119	\$41.4360	\$43.2321
5	\$36.8598	\$39.3943	\$41.7030	\$43.5135	\$45.3997
6	\$38.6147	\$41.2698	\$43.6885	\$45.5852	\$47.5612

## 20 ALLOWANCES

### 20.1 Clothing Allowance

- (a) Team Members shall be provided with suitable protective clothing as the Company considers is necessary for the job. Such protective clothing shall be worn by the Team Members.
- (b) The Company agrees to provide Team Members working in TC with freezer suits, freezer boots, socks, beanies and neck wear, gloves, and high visibility vests appropriate for the TC environment.
- (c) The Company agrees to provide produce-grade jackets to permanent Team Members who work in Produce. Jacket replacement will be assessed on a wear and tear basis.
- (d) The Company will subsidise safety compliant footwear for Team Members up to a specified amount:
  - (i) Freezer grade footwear up to the value of \$217.00.
  - (ii) Permanent Team Member up to the value of \$118.00.
  - (iii) Casual Team Members with tenure greater than 12 months \$118.00.
  - (iv) Casual Team Members with tenure less than 12 months \$96.50
- (e) The above subsidies will be reviewed annually, and the consultative committee will be advised of the outcome of the review process. Team Members may purchase footwear at greater values than outlined above, and where so will pay the difference up front or via an agreed payroll deduction.
- (f) Replacement of footwear is on a fair wear and tear basis. Acknowledging different work areas may result in differing degrees of wear and tear, it is expected that at least a 12-month period will elapse before new footwear is required.
- (g) The Company at the request of a Team Member will provide clothing from the following list with an affixed Company logo:
  - (i) trousers;
  - (ii) shorts;
  - (iii) long sleeved shirts;
  - (iv) short sleeved shirts;
  - (v) jumper; and
  - (vi) jacket.
- (h) Payment for the clothing will be made by the Team Member via an authorised payroll deduction.
- (i) The Company will bear costs associated with the design and fixation of the Company logo.

### 20.2 Cleaning Allowance

- (a) Team Members engaged as permanent Level 2 cleaners will be paid the cleaning allowance as specified in Table 5 if required to clean toilets as part of their daily duties.
- (b) For the purposes of this clause any absence from work during periods of annual leave, personal/carers leave, or long service leave shall be counted as time worked. This allowance shall be reduced on a pro-rata basis for any period of unpaid leave.



20.3 First Aid Allowance

- (a) A Team Member appointed by the Company to be a first aid attendant and who holds an appropriate qualification will be entitled to be paid the first aid allowance as specified in Table 5.

20.4 Freezer Allowance and Conditions

- (a) Where Team Members work in a place where the temperature is reduced by artificial means to below minus 20 degrees Celsius on duties normally performed in such place or places, they shall be paid the freezer allowance as specified in Table 5.
- (b) For the purposes of this clause any absence from work during periods of annual leave, personal/carers leave, or long service leave shall be counted as time worked. This allowance shall be reduced on a pro rate basis for any period of unpaid leave.
- (c) Part-time and casual Team Members shall be paid the allowance on a pro-rata basis.
- (d) Where a Team Member works in a place where the temperature is reduced by artificial means below minus 20 degrees Celsius on duties normally performed in such place or places, and where that work continues for more than two hours, the Team Member shall be entitled to a paid rest period of 15 minutes every two hours, to be taken in the TC Warm Room.
- (e) A request, made to a supervisor, by a Team Member to take a warm break will not be unreasonably refused.
- (f) Team Members who are permanently rostered in TC and are directed to work at TasRDC Ambient/Produce will continue to be paid the allowance as specified in Table 5 for each day so worked.

20.5 Meal Allowance

- (a) Team Members required to work overtime for more than 2 hours after usual weekday finishing time shall be paid a meal allowance in accordance with Table 5 unless they have been notified the day before of the intention to work overtime beyond the said finishing time. Team Members who are notified but who are not required to work such overtime shall be paid the meal allowance in accordance with Table 5.

20.6 Table 5. Allowances

Allowances specified in Table 5 will be increased in line with wage increase percentages.

<b>Table 5. Allowances</b>						
<b>Allowance</b>	Annual Wage Increase (%)		6% increase	5% increase	3.5% increase	3.5% increase
	<b>Frequency</b>	<b>Current</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
20.2 Cleaning	Weekly	\$25.98	\$27.54	\$28.92	\$29.93	\$30.98
20.3 First Aid	Weekly	\$22.09	\$23.41	\$24.58	\$25.44	\$26.33
20.4 Freezer	Daily – weekdays	\$9.50	\$12.00	\$12.60	\$13.04	\$13.50
	Daily – weekends & Public Holidays	\$10.56				
20.5 Meal	No notice to work overtime	\$16.50	\$17.49	\$18.37	\$19.01	\$19.68
	Notified to work overtime but aren't required	\$22.09	\$23.41	\$24.58	\$25.44	\$26.33

## 20.7 Travelling Time and Allowance

- (a) If a Team Member is temporarily transferred from one work location to another the Team Member shall be paid any extra cost of travelling and shall be paid at ordinary rates for any excess time occupied in travelling.
- (b) Where a Team Member, by agreement with the Company, uses their personal vehicle on the Company's business, the Team Member shall be paid an allowance of 85 cents (ATO 23/24) for each kilometre so travelled. This allowance will be amended from time to time as per the published advice of the ATO.

## 20.8 High Risk Licence

- (a) The Company will reimburse Team Members for high-risk licence fees where approved and where appropriate evidence is provided e.g., Forklift and Hi-Rise licences for acquisition and renewal.

## 21 MIXED FUNCTIONS / HIGHER DUTIES

- 21.1 If during any part of a day, a Team Member is required to work at a higher classification level for which the prescribed Base Rate of Pay is higher than the Team Member's applicable Base Rate of Pay, the Team Member shall receive payment for each minute worked at such higher rate.
- 21.2 Where a Team Member works 80% or more of their ordinary hours in a 12-month period at a classification level higher than that under which the Team Member is engaged and there is a reasonable expectation the arrangement will be ongoing, the Team Member may be reclassified to that higher classification.
- 21.3 Periods of leave and overtime are not counted for the purpose of assessing an employee's entitlement to be reclassified under clause 21.2.
- 21.4 Clause 21.2 will not apply in circumstances where a Team Member works a higher classification to provide coverage for another Team Member who is absent from work.

## 22 PAYMENT OF WAGES

- 22.1 Wages shall be paid weekly, no later than Wednesday each week, to a financial institution account of the Team Member's choice.
- 22.2 With the exception of all Agreement wage increases a Team Member shall be notified in writing of any changes to the Team Member's Base Hourly/Weekly Rate of Pay. Such notification shall be made by the completion of the first full pay period that is affected by the change.

## 23 SUPERANNUATION

- 23.1 The Company shall pay such amount as is required to satisfy the Company's obligation under the *Superannuation Guarantee Charge Administration Act 1998* (Cth) to a registered superannuation fund as nominated by the Team Member.
- 23.2 Where no fund is chosen, the Company shall place such contributions into either the Company fund AMP Custom Super or Australian Super, as direct by the Team Member. A new Team Member shall be provided with a genuine opportunity to choose either default fund.

23.3 Team Member Contributions – A Team Member, who wishes to make fund contribution in addition to those being paid pursuant to clause 23.1 hereof, shall be entitled to authorise the Company to apply into the fund from wages, amounts specified by the Team Member.

## **24 SALARY SACRIFICE FOR SUPERANNUATION**

24.1 This clause provides the mechanism whereby a Team Member can request an alternative system for the payment of a part of wages. It is intended that this will benefit Team Members without imposing additional costs on the Company. The program is voluntary.

### **24.2 Flexible Remuneration**

- (a) Notwithstanding any other provision of any award / Agreement applying to the Company at the commencement of this clause, a Team Member may participate in a salary sacrifice program in relation to superannuation contributions.
- (b) The Team Member may request to receive ordinary time wages payable in accordance with this Agreement minus an amount diverted into additional superannuation contributions under this program.
- (c) The Team Member may specify amounts expressed as a percentage of ordinary time earning with a minimum of 2% by which the Team Member's wages are to be reduced ("the salary sacrifice").
- (d) The salary sacrifice will be deducted from the Team Member's wages and contributed by the Company to the Fund every month.
- (e) The Company will continue to calculate the contribution required by SGC – Company Contributions on the basis of the Team Member's ordinary time earnings before the salary sacrifice is deducted.
- (f) Salary sacrifice deduction will be made during a period of paid leave and the Team Member will receive the rate of pay specified under this Agreement less the salary sacrifice deduction.
- (g) Calculation of salary for the purpose of overtime, leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions i.e., as if the salary sacrifice contributions had not been deducted from the salary.

## **25 JOURNEY INSURANCE & INCOME PROTECTION**

25.1 The Company shall provide income maintenance for Team Members in the event of an accident incurred whilst travelling to or from work (where not covered by Motor Accident Insurance Board policies). The income maintenance shall be in accordance with an insurance policy taken out by the Company from time to time.

25.2 The Company agrees to provide any administrative services required to facilitate a staff-funded income protection policy that individual Team Members choose to participate in. There will be one policy negotiated and available to all Team Members of the Company.

## **26 FACILITIES**

26.1 First Aid

The Company shall provide first aid facilities consistent with the requirement of the *Work Health and Safety Act 2012* (TAS) or successor legislation which shall be under the control of the Manager or other appointed person.

#### 26.2 Lockers

Where practicable, the Company shall provide locker accommodation for each Team Member. Lockers, where provided, shall be maintained in good working order.

#### 26.3 Dining Accommodation

Where practicable, the Company shall provide a room containing adequate seating accommodation to allow Team Members to take meals during meal breaks. The Company shall also provide a sufficient supply of hot water, coffee, tea, and milk for hot drinks.

### **PART 5. ROSTERING, HOURS OF WORK & OVERTIME**

#### **27 HOURS OF WORK**

27.1 The ordinary hours of work shall be an average of 38 per week to be worked on the basis of 152 hours within a period not exceeding 28 consecutive days.

27.2 Ordinary hours for Day Shift Team Members shall be worked between the span of 5am and 8pm, Monday to Saturday, unless otherwise agreed.

27.3 A Team Member shall be provided a minimum of 4 hours work on any one day and will not be required to work more than 10 Ordinary Hours on any one day.

27.4 A Team Member who is engaged on a 4-day roster may be required to work up to a maximum of 12 ordinary hours on any one shift.

27.5 A Team Member shall, at a minimum, have a 10-hour break between the finishing time of a shift and the starting time of work on the next shift.

27.6 Ordinary Hours worked on weekends and Public Holidays

(a) All Ordinary Hours worked on a Saturday shall be paid for at 150% of the Base Rate of Pay.

(b) All hours worked on a Sunday shall be paid for at 200% of the Base Rate of Pay.

(c) All hours worked on a Public Holiday shall be paid for at 300% of the Base Rate of Pay.

27.7 Where a Team Member is:

(a) regularly rostered to perform day work; and

(b) for operational reasons (such as a surge in demand or to provide coverage for absenteeism), is rostered to perform work before 5am or between 8pm and 12pm;

(c) Ordinary Hours shall be paid for at 120% of the Base Rate of Pay, for the hour or part thereof worked before 5am or between 8pm and 12pm.

(d) Clause 27.7 does not apply where a Team Member has requested, for their own reasons, to start before 5am and the Company has accommodated such arrangement.

## 28 START & FINISHING TIME

- 28.1 For the purposes of this Agreement, the start time shall mean dressed and ready for work at the workstation/machine. Similarly, a Team Member shall remain at the workstation/machine until the conclusion of the working day (excluding authorised breaks).
- 28.2 The start and finish times may vary from day to day and/or between Team Members or sections of Team Members.
- 28.3 Provided that the start and finishing time for a permanent Team Member, once set, shall only be varied by 14 days written notice or by agreement between the Company and the Team Member.

## 29 MAKE-UP TIME

- 29.1 A Team Member may request, subject to agreement with the Company, to work 'make-up time' whereby the Team Member takes time off during their Ordinary Hours and works those hours at another time within the same week, unless otherwise agreed with the Company.
- 29.2 Where the make-up time is not worked in accordance with subclause 29.1, the Team Member's hours of work will be adjusted in the next pay period to reflect the actual hours worked by the Team Member.

## 30 SHIFTWORK AND PENALTY RATES

- 30.1 In this clause:
- (a) **Day Shift** means any shift which commences at or after 5am and ceases at or before 8pm.
  - (b) **Afternoon Shift** means a shift where Ordinary Hours finish after 8pm and at or before midnight.
  - (c) **Night Shift** means a shift where Ordinary Hours finish after midnight and at or before 6:30am.
- 30.2 Penalty rates for shiftwork shall be paid in accordance with Table 6, calculated on the Base Rate of Pay.

<b>Table 6. Penalty Rates for Shiftwork</b>		
<b>Shift Type</b>	<b>Ordinary Hours Worked</b>	<b>Penalty Rate</b>
Afternoon Shift	Monday to Friday: Hours worked from 8pm to midnight	120%
	Saturday: Hours worked from 8pm to midnight	170%
	Sunday: Hours worked from 8pm to midnight	200%
Night Shift	Monday to Friday: Hours worked from midnight to 6:30am	130%
	Saturday: Hours worked from midnight on a Friday to 6:30am	180%
	Saturday Sunday: Hours worked from midnight on a Saturday to 6:30am 6:30am Sunday.	230%

30.3 Penalty rates for where a Night Shift spans across more than one day of the week shall be paid in accordance with Table 7, calculated on the Base Rate of Pay.

<b>Table 7. Penalty rates for where a Night Shift spans across more than one day of the week</b>		
<b>Ordinary Hours Worked</b>	<b>Penalty Rate for Ordinary Hours worked to midnight</b>	<b>Penalty Rate for Ordinary Hours worked from midnight to 6:30am</b>
Monday to Friday	130%	
Friday to Saturday	130%	150%
Saturday to Sunday	180%	230%
Sunday to Monday	230%	130%

30.4 Where a Night Shift spans across more than one day of the week that is a Public Holiday, the Team Member shall be paid at triple time for all hours worked on the Public Holiday.

30.5 A permanent Team Member who works weekdays and commences their shift at 3:54pm will receive a shift loading of 120% for each hour worked from 6pm to midnight, calculated on the Base Rate of Pay.

30.6 Penalty rates specified in this clause:

- (a) Are paid during periods of paid annual leave, paid personal/carer's leave and paid absence on a Public Holiday, based on the Team Member's roster at the time of the leave or public holiday; and
- (b) Are excluded for the purpose of overtime under clause 31.

## **31 OVERTIME**

31.1 Except as provided in clause 31.2, all time worked in excess of 38 Ordinary Hours in a week shall be paid at the rate of time and a half for the first 2 hours and double time thereafter.

31.2 For all overtime worked on a Sunday, payment shall be at the rate of double time with a minimum payment as for 4 hours worked.

31.3 Time off in lieu of payment for overtime (paid on a time for time basis) will be available where there is mutual agreement between the Company and the Team Member and where such arrangements are suitable to operational requirements.

31.4 Where a Team Member is paid a Base Weekly Rate of Pay, for the purpose of determining the appropriate hourly rate for overtime, the applicable Base Weekly Rate of Pay shall be divided by 38.

31.5 The overtime penalties specified in clauses 31.1 and 31.2 are in substitution for, and not cumulative upon other penalties specified in elsewhere in this Agreement.

31.6 Team Members who volunteer to work overtime on a day that they are not rostered to work, and are then absent on the day without satisfactory evidence, and have not notified the Company by midday on the previous working day, will be considered to have used a single Non Certificate Day (NCD) or Statutory Declaration day (SDD) of which Team Members are entitled each financial year, as contained within the personal leave provisions of this Agreement. Team Members will not have personal leave balances reduced due to the occurrence.

## 32 PUBLIC HOLIDAYS & HOLIDAY WORK

32.1 All permanent Team Members shall be allowed the following Public Holidays: New Year's Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Royal Launceston Show (as defined), Recreation Day, Christmas Day and Boxing Day. (11 days).

32.2 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a Public Holiday, then the substituted day or part-day is the public holiday.

32.3 If a Team Member elects to work on a Public Holiday, payment will be at the rate of triple time for all hours worked on the Public Holiday, with a minimum payment of 4 hours for that day.

32.4 In the unlikely event a shift on a Public Holiday is cancelled, the Company will provide Team Members at least 48 hours' notice of the cancellation. If the Company is unable to provide 48 hours' notice, the Team Members rostered to work the shift will receive a day off in lieu, payable to the equivalent of hours the Team Member was rostered, to be taken at a time convenient to the operation.

32.5 The Company may request a Team Member to work on a public holiday if the request is reasonable. The Team Member may refuse the request if the request is not reasonable or if the refusal is reasonable. In determining whether a request or a refusal of a request is reasonable, the following must be taken into account:

- a) the operational requirements of the Company;
- b) the Team Member's personal circumstances, including family responsibilities;
- c) the amount of notice in advance of the request or refusal.

32.6 If a permanent Team Member chooses not to work on a Public Holiday irrespective of whether they would normally be rostered or it was a non-rostered workday, they shall receive payment for the day as specified in Table 8. This does not apply to part-time Team Members not usually rostered to work on the Public Holiday.

Table 8. Payment for work on a Public Holiday	
Team Member Status and Roster Provision	Payment Provisions
Full-time and part-time Team Member rostered to work and chooses NOT to work on a Public Holiday	100% payment plus applicable shift penalties under clause 30.2 and 30.3.
Full-time and part-time Team Member on a Non-Rostered Working Day who elects to work and is rostered to work on a Public Holiday	300% payment for hours worked (min. 4 hours)

Full-time Team Member on a Non-Rostered Working Day who chooses NOT to work on a Public Holiday	An additional day's pay - 100% payment (7.6 hours), or a day off in lieu taken at a mutually agreeable time within a 12 month period and not taken during the leave block out period
Part-time Team Member not usually rostered to work that day and chooses NOT to work on a Public Holiday	No payment
Casual Team Member who works on a Public Holiday	300% payment for hours worked (min. 4 hours)

### 33 PAID AND UNPAID REST BREAKS

- 33.1 A Team Member shall have flexibility about when they take their 15-minute paid rest period per engagement, provided:
- (a) It is taken at a time which suits the operational requirements of the business; and
  - (b) It is taken no later than five hours after the commencement of their shift; and
  - (c) Shall apply from WMS sign off/clock out to WMS sign in/clock in.
- 33.2 For any overtime hours worked before or after the normal rostered shift of more than one hour, a 10-minute paid rest break will apply. Any Team Member working an overtime shift will be entitled to breaks in line with an ordinary shift.
- 33.3 Where a casual Team Member works a shift greater than 8.6 hours (i.e., more than one hour), the casual team member is entitled to an additional 10-minute paid rest break.
- 33.4 A Team Member working a 4-day roster whose shift is greater than 10 hours duration shall be allowed one 10 minute and one 15-minute paid rest period per engagement.
- 33.5 Rest breaks may be staggered if necessary to provide maximum productivity.
- (a) Subject to subclause (b), not less than 30 minutes or more than one hour shall be allowed for each unpaid meal. The Company shall notify the Team Member in advance of the time fixed for the meal if the Team Member wishes to have an unpaid meal break.
  - (b) The time once fixed shall not be altered unless and until one week's notice of such alteration shall have been given by the Company to the Team Member concerned.
    - (i) Provided that the time fixed for a Team Member's unpaid meal break may be altered by agreement between the Team Member and the Company.
    - (ii) Provided further that the time fixed for a Team Member's unpaid meal break may be altered by the Company without notice in circumstances which are beyond the reasonable control of the Company.
  - (c) The interval for an evening meal shall, unless otherwise agreed, immediately follow the usual weekday finishing time.



- (d) All work done during the meal interval and continuously thereafter until time for a meal is allowed shall be paid for at double rates.

## **34 ROSTERING ARRANGEMENTS**

34.1 A Team Member will not be rostered to work more than 5 consecutive starts other than by mutual agreement each week.

34.2 Rosters shall, wherever practicable, be prepared to take specific account of a Team Member's individual circumstances including family and other genuine commitments.

### **34.3 Roster Changes**

- (a) The Company may alter a Team Member's roster by providing not less than 14 days' notice in writing. Nothing prevents the Company and a Team Member from agreeing to a lesser period of notice.
- (b) A Team Member may be advised of a change in rostered hours of work without the notice specified in clause 34.3(a), in unforeseen circumstances which are beyond the reasonable control of the Company. Unforeseen circumstances may include but are not limited to:
  - (i) breakdown of machinery, plant or the computer system;
  - (ii) absenteeism; and
  - (iii) internal and/or external industrial dispute.
- (c) Where the Company requires Team Members to change regular rosters or ordinary hours of work the Company must:
  - (i) provide information to Team Members about the change;
  - (ii) invite the Team Members to give views about the impact of the change (including any impact in relation to family or caring responsibilities);
  - (iii) consider any views given by the Team Members about the impact of the change.
- (d) A Team Member's regular roster will not be changed where such change is intended solely to avoid the payment of penalties, loadings or any other benefit. If this arises, the Team Member shall be entitled to such penalty, loading or benefit, as if the roster had not changed.
- (e) Should a Team Member contest a proposed roster change other than those made in accordance with clause 34.3(a), such change shall not be implemented without 14 days' notice during which period the matter will be negotiated between the Company, the Union and the impacted Team Member(s).
- (f) Where a Team Member engaged on a Tuesday to Saturday (or similar) roster applies for a Monday to Friday role and such Monday to Friday role becomes available, consideration will be given to the duration of time the Team Member has worked a Tuesday to Saturday roster, in addition, to any other legislative obligations.
- (g) A Team Member, in an emergency situation and subject to agreement with the Company, may substitute a non-working day for another day. In such circumstances, the Company will not unreasonably withhold such agreement.

## **35 STAND DOWN**

- 35.1 The Company may stand down a Team Member for any period in which the Team Member cannot be usefully employed because of any Industrial Action (other than industrial action organized or engaged in by the Company, breakdown of machinery or any stoppage of work for any cause for which the Company cannot reasonably be held responsible).
- 35.2 Subject to clause 35.4, Permanent Team Member is not entitled to payment for the period they are stood down.
- 35.3 Being stood down does not break the continuity of employment of the Permanent Team Member for the purpose of service-related entitlements.
- 35.4 Where the stand down is because of circumstances beyond the control of the Company, excluding Industrial Action:
- (a) Permanent Team Members may request a period of annual leave, subject to agreement with the Company; or
  - (b) The Company may:
    - (i) Transfer / redeploy Permanent Team Members to another position / suitable alternative work where productive work can continue.
    - (ii) Require Permanent Team Members to attend training and development sessions.
    - (iii) If the whole warehouse is stood down, require employees to take any accrued leave or leave in advance up to a maximum of 5 shifts. The Company may only require the Permanent Team Member to take accrued leave under this subclause on one occasion each calendar year.
    - (iv) If the circumstances require the whole warehouse to be stood down for any reason and the Company is unable to offer work for reasons beyond its control, the Company may stand Team Members down without pay where the options above in subsection (i), (ii), and (iv) have been reasonably exhausted by the Company or are operationally impracticable. If this occurs and if requested to do so by a Team Member, the Company will provide reasonable assistance to enable a Team Member to apply for a relevant welfare benefit.
  - (c) When rostering annual leave during a stand down, as far as reasonably practicable, the Company will arrange annual leave in a rotational manner, so Team Members are evenly affected.

## **PART 6. TIME OFF WORK & LEAVE**

### **36 ANNUAL LEAVE**

#### **36.1 Period of Leave**

A period of 4 weeks paid annual leave shall be allowed annually for each 12 months of continuous service to a Team Member in any one or more of the occupations to which this Agreement applies. This entitlement shall accrue progressively during a year of service according to the Team Member's ordinary hours of work and will accumulate from year to year.

### 36.2 Annual Leave Exclusive of Public Holidays

Subject to this subclause, the annual leave prescribed by this clause shall be exclusive of any of the Public Holidays and Holiday work prescribed by clause 32. If any such Public Holiday falls within a Team Member's period of annual leave and is observed on a day which, in the case of that Team Member, would have been an ordinary working day, the Team Member will be entitled to an additional day of annual leave.

### 36.3 Continuous Service

For the purposes of annual leave accruals, continuous service shall include all service with the Company from the date of engagement, but shall not include:

- (a) unauthorised absences;
- (b) authorised unpaid leave of absences of one week or more in accordance with clause 47 – Leave of Absence;
- (c) any authorised unpaid absence of one week or more due to sickness or accident.

### 36.4 Proportionate Leave on Termination of Service

If after 1 completed month of service, in any 12 month period, a Team Member lawfully leaves employment or employment is terminated by the Company, the Team Member shall be paid pro-rata leave at the same rate that would have been payable to the Team Member had the Team Member taken the annual leave.

### 36.5 Payment for Period of Leave

A Team Member shall be paid the following amounts as per normal pay or before proceeding on annual leave if requested by the Team Member:

- (a) an amount in respect of the ordinary time the Team Member would have worked had the Team Member not been on annual leave during the relevant period; and
- (b) an annual leave loading equivalent to 17.5% of the amount calculated in clause 36.5(a), excluding penalty additions;
- (c) in the case of shift workers, the Team Member shall be paid the shift allowance component, and the 17.5% loading calculated on ordinary time earnings.

### 36.6 Time of Taking Leave

Annual leave shall be given at a time fixed by the Company within a period of not exceeding 6 months from the date when the right to annual leave accrued. Where practicable, and unless otherwise mutually arranged between the Company and the Team Member, at least 2 weeks' notice shall be given to the Team Member that annual leave is to be taken.

### 36.7 Broken Leave

Annual leave may be taken in 2 periods or in any combination by mutual arrangement between the Company and the Team Member.

### 36.8 Cashing out of Annual Leave

Permanent Team Members may mutually agree with the Company to cash out part of their accrued annual leave, in accordance with the FW Act, provided that in each case:

- (a) the Team Member's remaining accrued annual leave entitlement is not less than 4 weeks;

- (b) the Team Member has taken a minimum of 2 weeks of leave in the previous 12 months where they were able to rest;
- (c) each cash-out request must be mutually agreed to in writing between the Company and Team Member;
- (d) the Team Member will be paid at the full amount that would have been payable to the Team Member had the Team Member taken the leave that the Team Member had forgone;
- (e) the maximum amount of accrued paid annual leave that may be cashed out in any 12 month period is 4 weeks.

### 36.9 Successor or Assignee

Where the Company is a successor or assignee or transmittee of a business, if the Team Member was in the employment of the Company's predecessor at the time when the Company became such successor or assignee or transmittee, the Team Member in respect of the period during which the Team Member was in the service of the predecessor shall, for the purposes of this clause, be deemed to be in the service of the Company.

## 37 PERSONAL/CARER'S LEAVE

### 37.1 Personal/Carer's Leave Entitlement and Accrual

Team Members (excluding casuals) are entitled to 10 days paid personal/carer's leave for each year of Service, in accordance with the NES.

### 37.2 Personal/carer's may be taken where a Team Member is unable to attend work:

- (a) because the Team Member is not fit for work because of a personal illness or injury, affecting the Team Member; or
- (b) to provide care or support to a member of the Team Member's immediate family, as defined in clause 10 of the Agreement, or a member of the Team Member's household, who requires care or support because of a personal illness/injury affecting the member, or an unexpected emergency affecting the member.

37.3 Periods of employment as a casual Team Member are not counted for the purpose of clause 37.1. A part-time Team Member accrues personal/carer's leave on a pro-rata basis, based on the Team Member's contracted ordinary hours.

37.4 Personal/carer's leave accrues as set out in Table 9 below and accumulates year to year.

<b>Table 9. Accrual of personal/carer's leave.</b>		
<b>Service by Team Member</b>	<b>Basis of Accrual</b>	
<b>First year of Service</b>	First 3 months Service:	Personal/carer's leave accrues progressively.
	On completion of 3 months Service	The remaining balance of personal/carer's leave is accrued in full.
<b>Each year of Service Thereafter</b>	Personal/carer's leave accrues annually in full on the Team Member's anniversary date.	

### 37.5 Notice and Evidence Requirements

- (a) On each occasion a Team Member is absent from work and requires personal/carer's leave, the Team Member must make reasonable attempts to notify the Company of their absence from work. Where possible, the Team Member should inform the Company of their absence at least 1 hour before their rostered start time, or as soon as practicable.
- (b) The Team Member must advise, as far as reasonably practicable, of the reason for the absence and the period of time that the Team Member will likely be absent from work.
- (c) A Team Member may be required to provide evidence to substantiate their entitlement to personal/carer's leave. Evidence may include:
  - (i) A medical certificate from a qualified medical practitioner; or
  - (ii) A statutory declaration.
- (d) Where a Team Member is absent from work for more than 1 day, evidence must be provided.
- (e) If a Team Member fails to provide notice and evidence as required, they will not be entitled to payment of personal/carer's leave.

### 37.6 Non-Evidence Days

- (a) In this clause:
  - (i) **Non-Evidence Days** means the number of single day absences that the Team Member is not required to provide evidence in accordance with clause 37.5; and
  - (ii) **Statutory Declaration Days** means the number of single day absences that a Team Member is not required to provide a medical certificate in accordance with clause 37.5.
- (b) Table 10 sets out the number of single-day absences that can be taken each financial year without the requirement to provide evidence, based on the amount of personal/carer's leave the Team Member has accrued.

<b>Table 10. Non-Evidence Days per year based on accrued personal/carer's leave.</b>		
<b>Personal/carer's leave accrual at 1 July</b>	<b>Non-Evidence Days (NEDs) per year</b>	<b>Statutory Declaration Days (SDDs)</b>
Equal to or less than 10 days	3 NCDs	4 SDDs
Greater than 10 days but less than 20 days	4 NCDs	5 SDDs
Equal to or greater than 20 days	No evidence required for single-day absences.	

- (c) Non-Evidence Days do not accumulate and expire 30 June each year.

37.7 For the avoidance of doubt, clause 37.6 does not apply to absences of more than 1 day. For absences of more than 1 day, Team Members may be required to provide evidence in accordance with clause 37.5.

## **38 MENTAL HEALTH LEAVE**

- 38.1 Permanent Team Members are entitled to paid mental health leave of 5 days per year, based on the Team Member's ordinary hours of work (pro-rata for part-time Team Members).
- 38.2 Mental health leave may be taken where a Team Member requires time off work:
- (a) to deal with the impact of a mental health condition; and
  - (b) it is impractical to do so outside the Team Member's ordinary hours of work.
- Note: for example, to attend a medical appointment or counselling services.*
- 38.3 Mental health leave is available in full on commencement of each year of Service by a Team Member and does not accumulate year to year.
- 38.4 Requests for Mental health leave will be treated as private and confidential.
- 38.5 Evidence Requirements
- (a) The Company may request reasonable evidence to substantiate a Team Member's entitlement to mental health leave. Evidence must satisfy a reasonable person that the leave is taken for the purpose specified in clause 38.2 and may include letter / certificate from the Team Member's treating practitioner or, Psychologist.
- 38.6 Mental health leave may be taken in combination with other forms of leave such as annual leave, personal/carer's leave and family and domestic violence leave.
- 38.7 Casual Team Members are entitled to unpaid mental health leave.

## **39 LONG SERVICE LEAVE**

- 39.1 Team Members are entitled to Long Service Leave (**LSL**) in accordance with the LSL Act 1976 (Tasmania).
- 39.2 A Team Member may upon qualifying for LSL, apply in writing to:
- 39.3 Take leave at a time as approved by the Team Members immediate supervisor / manager, having regard to the needs of the Company's establishment, and to be paid at the Base Rate of Pay for such period of leave;
- 39.4 Team Members may elect entitled leave at half pay (i.e., 17.32 weeks LSL at half pay);
- 39.5 With the agreement of the Company, 'cash in' LSL by receiving payment in lieu as per the LSL Act.
- 39.6 The Company prefers that Team Members take LSL in one or two periods. However, Team Members may take LSL at a minimum of 1-day increments. Team members may submit a written request to the Company for LSL to be taken in smaller periods and each request will be considered on the individual's circumstances and the operational requirements of the Company. No reasonable request will be refused.

- 39.7 Upon completing 10 years continuous service with the Company, the Team Member must take any outstanding LSL entitlement prior to serving 11 years continuous service at a time suitable to the Team Member. Team members may submit a request, in writing, to the Company for LSL to be taken at a time outside this 12-month period and each request will be considered on the individual's circumstances and the business needs.
- 39.8 Upon termination of employment, any accrued, unused LSL will be paid out at the applicable Base Rate of Pay, in accordance with the LSL Act.

#### 40 COMPASSIONATE LEAVE

- 40.1 Compassionate leave is provided for in the NES. Inclusive of any NES entitlements, permanent Team Members are entitled to paid compassionate leave in accordance with Table 11.

<b>Table 11. Compassionate Leave Entitlement</b>	
<b>Absence required</b>	<b>Maximum number of paid compassionate leave days</b>
The death of a member of the Team Member's immediate family or household as defined in clause 10 of the Agreement.	3
Where the death as prescribed above occurs interstate or outside of Australia and the Team Member attends the funeral.	An additional 2 days (5 days in total)
A member of the Team Member's household or immediate family has, contracts, or develops a personal illness or injury that poses a serious threat to their life.	3

- 40.2 An application for compassionate leave must be approved by the Company before the Team Member can proceed on compassionate leave. The Team Member shall provide written evidence of such death, illness or injury of the immediate family or household member, if requested by the Company. Evidence may include funeral or death notice or statutory declaration.
- 40.3 Subject to the evidence requirements under clause 40.2 compassionate leave may be granted at the Company's discretion upon the death of an extended family member beyond those captured by the definition of immediate family. No request for compassionate leave will be unreasonably refused.

#### 41 PARENTAL LEAVE

- 41.1 Parental leave and related entitlements are provided for in accordance with the NES.
- 41.2 Team Members may be entitled to access Personal / Carers Leave in accordance with clause 37 of the Agreement to care for an immediate family member.

#### 42 FAMILY & DOMESTIC VIOLENCE LEAVE

- 42.1 Team Members are entitled to paid family and domestic violence leave in accordance with the NES.
- 42.2 The Company may require evidence to substantiate a Team Member's entitlement to family and domestic violence leave.

#### **43 JURY SERVICE**

- 43.1 A Team Member shall be allowed leave of absence during any period when required to attend jury service. During such leave of absence, a permanent Team Member shall be paid as if he or she was attending work at the Team Member's rate of pay.
- 43.2 At the conclusion of jury service, the permanent team member will reimburse the Company for the value of any jury service fees received. This reimbursement must occur by the Team Member completing an electronic funds transfer, or other repayment method deemed satisfactory by the Company, to the Company account no later than 2 weeks post the last day of jury service.
- 43.3 A Team Member shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

#### **44 COMMUNITY SERVICE LEAVE**

- 44.1 Community Service leave and related matters for Team Members covered under this Agreement are set out and provided for in accordance with the NES. This clause supplements or deals with matters incidental to the NES provisions.
- 44.2 A Team Member may be required to provide evidence to substantiate their entitlement to Community Service Leave. Upon supplying sufficient evidence, a Team Member who engages in a community service activity will be entitled to paid community service leave for up to 3 days per financial year. Further days may be approved upon application to the General Manager.
- 44.3 For the purposes of this clause, a community service activity is an activity for dealing with emergency or natural disaster.

#### **45 BLOOD DONOR LEAVE**

- 45.1 A permanent Team Member who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 45.2 Provided the Team Member shall arrange for the absence to be on a day suitable for the Company and be as close as possible to the beginning or end of ordinary working hours.
- 45.3 Proof of such attendance of the Team Member at a recognised place for the purpose of donating blood and the duration of such attendance, shall first be furnished to the satisfaction of the Company.
- 45.4 The Team Member shall notify the Company as soon as possible of the time and date upon which the Team Member is requesting to be absent for the purpose of donating blood.

#### **46 STUDY LEAVE**

- 46.1 For any permanent Team Member undertaking higher education (Diploma equivalent or higher), the Company will allow the Team Member to be absent from work the day prior to exams and the day of exams as paid study leave.



## **47 LEAVE OF ABSENCE (AUTHORISED UNPAID LEAVE)**

### **47.1 Period of Leave of Absence**

Where a Team Member applies for and is granted a period of authorized unpaid leave of absence of one week's duration or more, all entitlements to annual leave and personal leave will be suspended from the date of commencing such leave to the date of returning from such leave.

### **47.2 Reasons for Leave of Absence**

An application for leave of absence shall be considered for an approved period of unpaid leave, for reasons including attending to care for sick or injured family member or a member of the Team Member's household.

## **PART 7. CONSULTATION & DISPUTE RESOLUTION**

## **48 CONSULTATIVE COMMITTEE**

48.1 All parties to the Agreement recognise the importance of open and honest consultation. A Consultative Committee will be maintained in accordance with the established Committee Constitution and will be facilitated in a manner consistent with the Memorandum of Understanding established between the Company and the Union as part of the negotiations for this Agreement.

48.2 Consultation regarding all major workplace change which is likely to have a significant effect on the Team Members covered by this Agreement will be raised and discussed with team member representatives within the Consultative Committee.

## **49 CHANGE CONSULTATION**

49.1 This clause applies if the Company:

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

49.2 Major Change

- (a) For a major change referred to in paragraph 49.1:
  - (i) the Company must notify the relevant Team Members of the decision to introduce the major change; and
  - (ii) subclauses (b) to (h) apply.
- (b) The relevant Team Member may appoint a representative for the purposes of the procedure in this clause.
- (c) 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 the Company of the identity of the representative;

- (iii) the Company must recognise the representative.
- (d) As soon as practicable after making its decision, the Company must:
  - (i) discuss with the relevant Team Members:
    - (A) the introduction of the change; and
    - (B) the effect the change is likely to have on the Team Members; and
    - (C) measures the Company is taking to avert or mitigate the adverse effect of the change on the Team Members; and
  - (ii) for the purposes of the discussion – provide, in writing, to the relevant Team Members:
    - (D) all relevant information about the change including the nature of the change proposed; and
    - (E) information about the expected effects of the change on the Team Members; and
    - (F) any other matters likely to affect the Team Members.
- (e) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Team Members.
- (f) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Team Members.
- (g) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclause 49.2(a) and subclauses 49.2(b) and 49.2(d) are taken not apply.
- (h) In this clause, a major change is likely to have a significant effect on Team Members if it results in:
  - (i) the termination of the employment of Team Members; or
  - (ii) major change to the composition, operation or size of the Company's workforce or to the skills required of Team Members; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alternation of hours of work; or
  - (v) the need to retrain Team Members; or
  - (vi) the need to relocate Team Members to another workplace; or
  - (vii) the restructuring of jobs.

#### 49.3 Change to regular roster or ordinary hours of work

- (a) For a change referred to in paragraph 49.1(b):
  - (i) the Company must notify the relevant Team Members of the proposed change; and
  - (ii) subclauses (b) to (g) apply.

- (b) The relevant Team Members may appoint a representative for the purposes of the procedures in this term.
- (c) 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 the Company of the identify of the representative;
  - (iii) the Company must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the Company must:
  - (i) discuss with the relevant Team Members 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 the Company reasonably believes will be the effects of the change on the Team Members; and
    - (C) information about any other matters that the Company reasonably believes are likely to affect the Team Members; and
  - (iii) 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, the Company is not required to disclose confidential or commercially sensitive information to the relevant Team Members.
- (f) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Team Members.
- (g) In this clause, **Relevant Team Members** means the Team Members who may be affected by a change referred to in subclause 49.1(b).

## 50 RESOLUTION OF DISPUTES

- 50.1 Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment of any of the Team Members covered by this Agreement or as to any work-related matter, including a claim that the Agreement, the NES (including subsections 65(5) or 76(4)) or a General Protection (not involving dismissal) has been breached, or as to the relationship between the Company and the Union, shall be settled in the manner outlined in this clause.
- 50.2 The Company, affected Team Member(s) and the Union will attempt to resolve the dispute in good faith at the workplace level.
- 50.3 In the first instance, the matter in dispute should be discussed at the workplace between the Team Member(s) concerned and the relevant supervisor.
- 50.4 If the matter in dispute remains unresolved, the matter shall be discussed at the workplace between the Team Member(s) concerned, the Union Delegate and the relevant supervisor:

- (a) the Union Delegate may interview the team member(s) concerned. The Union Delegate shall have reasonable access to resources (including photocopies, telephone, email and notice board) to perform the role;
- (b) any Team Member involved in the dispute procedure steps shall be released on paid time;
- (c) if the matter in dispute remains unresolved, the matter shall be discussed between more senior levels of management, the Team Member(s) and the Union Organiser;
- (d) if the matter in dispute remains unresolved, the matter shall be discussed between more senior levels of management and an appropriate senior official of the Union. The provisions of this subclause need not apply unless the Company, the Team Member(s) or the Union request otherwise;
- (e) if the matter in dispute remains unresolved, the Company, the team member(s) or the Union may refer the dispute to FWC to deal with using any of its powers including conciliation, and if necessary, arbitration;
- (f) the Company, the Team Member(s) and the Union agree to abide by any decisions or orders made by FWC, subject to exercising any right of appeal to a full bench;
- (g) until the matter in dispute is determined, the status quo will prevail;
- (h) a nominated team member representative may be involved in any of the above steps instead of a Union Delegate.

**PART 8. TERMINATION OF EMPLOYMENT & REDUNDANCY**

**51 CONTRACT OF EMPLOYMENT (TERMINATION)**

51.1 Except in the case of casual Team Members, all employment shall be by the week.

51.2 Notice of Termination of Employment

- (a) In the case of full-time or part time Team Members, employment may be terminated by either party, giving notice in accordance with Table 11 and Table 12, or by such other period as may be mutually agreed.

<b>Table 11. Team Member Notice Requirements</b>	
<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	1 week
1 year and over	2 weeks

<b>Table 12. Company Notice Requirements</b>	
<b>Period of continuous service</b>	<b>Period of notice</b>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks
A Team Member over 45 years old and who has completed at least 2 years of service at the end of the day the notice is given will be entitled to an additional weeks' notice.	

- (b) Provided this shall not affect the right of the Company to terminate a Team Member without notice in the case of serious misconduct and in such cases, wages shall be paid up to the time of dismissal only.
- (c) Where the Company provides notice of termination under Table 12, the Company may elect to pay a Team Member in lieu of all or part of the notice period the Team Member would otherwise have worked.
- (d) If a Team Member fails to provide notice of termination in accordance with Table 11, the Company may withhold from any money due to the Team Member an amount equivalent to their earnings for the period of notice that the Team Member failed to give.

## 52 REDUNDANCIES

### 52.1 Definitions

For the purpose of this Agreement:

- (a) **Redundancy** occurs where a Company no longer requires a Team Member's job to be performed by anyone because of changes in the operational requirements of the Company, except where this is due to the ordinary and customary turnover of labour.
- (b) **Rate of Pay** means for the calculation of Team Member redundancy packages, the Base Rate of Pay (and employment status) as at the time of separation.
- (c) **Weeks Pay** means ordinary pay for the week plus shift loading (excluding overtime and other ancillary payments of a like nature).
- (d) **Continuous Service** means a period of unbroken employment.
  - (i) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

### 52.2 Discussions Before Terminations

- (a) Where the Company has made a definite decision that it no longer wishes the job the Team Member has been doing, carried out by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the team members directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke these provisions and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the team members concerned.
- (c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the team members concerned and the Union to which they belong, all relevant information about the proposed terminations provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

### 52.3 Transfer to Lower Paid Duties

Where a Team Member is transferred to lower paid duties for reasons set out in clause 52.2, the Team Member shall be entitled to the same period of notice of transfer as the Team Member would have been entitled to if the Team Member's employment had been terminated in accordance with clause 51.2, and the

Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former Base Rate of Pay and the new lower Base Rate of Pay for the number of weeks of notice still owing.

#### 52.4 Transmission of Business

Where a business is, before or after the date of this Agreement, transmitted from the Company (in this subclause called "**the Transmittor**") to another Company (in this subclause called "**the transmittee**") and a Team Member who at the time of such transmission was a Team Member of the transmittor in that business becomes an Team Member of the transmittee. This means:

- (a) the continuity of the employment of the Team Member shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of the Team Member's employment with the transmitter and any prior transmittor shall be deemed to be service with the transmittee.

#### 52.5 Time off Work During the Notice Period

- (a) During the period of notice of termination given by the Company a team member shall be allowed up to 1 days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the team member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the team member shall, at the request of the Company, be required to produce proof of attendance at an interview or the team member shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 52.6 Redundancy Pay

- (a) In addition to the period of notice prescribed under Clause 51 - Contract of Employment, the Company shall pay the following severance pay in respect of team members terminated due to redundancy:
  - (i) 4 weeks pay for each year of continuous service or part thereof (where in excess of 1 years' service), up to a maximum of 62 weeks.
  - (ii) Team Members who have less than 1 years' service shall receive 2 weeks' severance payment.
- (b) A Team Member is not entitled to severance pay under this clause if, on application by the Company, the Fair Work Commission determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) in the event the Company obtains for them adequate alternative employment within the Company (including Tasmanian Independent Retailers Cooperative Society Limited and Woolworths Limited).
- (c) Payment of severance pay in accordance with this clause is subject to the exclusions, modifications and/or limitation on making payment of severance entitlements as contained within the FW Act.

#### 52.7 Redundancy Pay in the event of a Partial Closure

- (a) For the purposes of this Agreement, "Partial Closure" means the removal of a particular area or chamber of TasRDC resulting in the majority of roles being made redundancy.
- (b) In the event of redundancies resulting from a Partial Closure, Team Members will be entitled to the following upon redundancy:

- (i) Team Members whose positions are made redundant, and who are unable to be redeployed to a suitable alternate role, shall be entitled to a payment of 4 weeks' pay per completed year of service, or part thereof, of up to a maximum payment cap of 52 weeks.

#### 52.8 Team member Leaving During the Notice Period

A Team Member whose employment is terminated for reasons set out in subclause (b) may terminate employment during the period of notice and, if so, shall be entitled to the same severance payment in accordance with Clause 51 - Contract of Employment. Provided that in such circumstances the team member shall not be entitled to payment in lieu of notice.

#### 52.9 Serious Misconduct

If a team member's employment is terminated during the notice period due to serious misconduct the severance pay in respect of team member's termination due to redundancy will not be paid to the team member.

#### 52.10 Alternate Employment

Should the Company obtain for the Team Member acceptable alternative employment then:

- (a) on application by the Company, 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.
- (b) the amount of redundancy pay to which the Team Member is entitled under clause 52.6 is then reduced to the amount specified in the FWC determination.

#### 52.11 Re-Employment

Acceptance of a package by a team member does not bar that team member from future employment opportunities with the Company, provided a period of time has past equal to any weeks pay received as part of a redundancy.

#### 52.12 Replacement Team Member

To maintain customer service levels and continuity of business operations whilst working through the re-organisation, the parties agree should replacement Team Members be engaged it will be via a third-party agency.

## **PART 9. UNION RECOGNITION**

### **53 UNITED WORKERS UNION (UWU)**

#### 53.1 Trade Union Leave

- (a) The Company will allow 4 days per Delegate each calendar year, not cumulative, for the Union Delegates to share amongst themselves (i.e. a 'pool') to attend courses conducted or approved by the Union, which are designed to promote good industrial relations. This will allow some Delegates to have a maximum of 5 days per year.
- (b) The Union Delegate must apply to the Company in writing and include the name of the Delegate, the nature, content and duration of the course to be attended.
- (c) The granting of leave shall be subject to the Delegate or the Union giving not less than 2 weeks notice of the course, or such lesser period of notice as may be agreed by the Company.

- (d) Leave of absence granted shall count as service for all purposes of this Agreement.
- (e) Each Delegate granted leave shall be paid at the Delegate's full rate of pay, including shift loadings and penalties where applicable.
- (f) A Delegate may be required to satisfy the Company of attendance at the course to qualify for payment of leave.
- (g) Two Delegates per annum will be entitled to paid leave of absence for two days each, non-cumulative, for the purpose of attending the annual National Delegate Conference.

53.2 An authorised Union representative is entitled to enter at all reasonable times upon the premises, provided the representative does not interfere unreasonably with the Company's business, for the following purposes:

- (a) involvement under the disputes procedure of this Agreement;
- (b) distributing written information to Union Delegates or team members.
- (c) these purposes are separate from right of entry under the FW Act to investigate suspected contraventions or to hold discussions.

#### 53.3 Payroll Deductions

- (a) The Union will from time to time, determine the amount of the fees payable to become and remain a member of the Union (fees). Those fees will be required to be paid by members on a monthly basis. The team member agrees to variation of the fees when the team member first completes the Union membership card. The Union will advise the Company and team members in writing if there are any increases to the fees;
- (b) Where there is written authority provided by the team member, the Company will deduct Union membership fees from the team member's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The team member authorises the Company to deduct fees when the team member completes a Union membership card authorising payroll deductions.

#### 53.4 Union Meetings

- (a) Workers attending Union meetings on site will be granted paid release for these meetings. Meetings will be scheduled by mutual consent with the Company.
- (b) Except where otherwise agreed, seven days notice of each meeting will be given to the Company, detailing the length of time the meeting will run.
- (c) Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

#### 53.5 Noticeboard

In order to facilitate the operation of this Agreement and/or ensure its observance, the Company shall permit a Union noticeboard of reasonable dimensions to be erected in a prominent position in the site so that it will be reasonably accessible to all team members working under the Agreement.



## **54 UNION DELEGATES**

- 54.1 The Company recognises the Union Delegates who are elected by the Team Members as the on-site representatives of the Union.
- 54.2 Union Delegates and Union officials will be given adequate paid time to meet with new Team Members and any Labour Hire Casuals performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur at the induction of such persons and will take no more than 15 minutes.
- 54.3 Union Delegates will be allowed, subject to prior supervisor notification, reasonable paid time to conduct legitimate on-site Union business with Team Members, including collection of information from Team Members. Union Delegates shall have reasonable access to resources to perform the Delegate's role, including a private meeting room and access to a telephone, email and photocopier.
- 54.4 Union Delegates will be allowed reasonable time off the site on Union business without the loss of ordinary pay by prior agreement with the Company. This Agreement will not be unreasonably withheld.
- 54.5 It is recognised that additional ordinary paid time for delegates may be required and granted within the nominal 3 months prior to the expiry of the Agreement, at the General Manager's or Logistics Manager's discretion. No reasonable request will be refused.

**PART 10. SIGNATORIES**

Authorised Representative of the Company



\_\_\_\_\_  
Authorised Representative Signature

Paul Connolly

\_\_\_\_\_  
Authorised Representative Name

General Manager

\_\_\_\_\_  
Authorised Representative Position

27 March 2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Witness Signature

Emma Clements

\_\_\_\_\_  
Witness Name

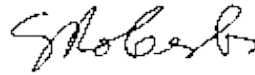
People, Culture & Safety Manager

\_\_\_\_\_  
Witness Occupation

27 March 2024

\_\_\_\_\_  
Date

Employee Representative



\_\_\_\_\_  
Employee Representative Signature

Sam Roberts

\_\_\_\_\_  
Employee Representative Name

Director - United Workers Union

\_\_\_\_\_  
Employee Representative Position

03/04/2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Witness Signature

Jenny Burgoyne

\_\_\_\_\_  
Witness Name

Paralegal

\_\_\_\_\_  
Witness Occupation

03/04/2024

\_\_\_\_\_  
Date