



Woolworths 360 Tasmanian Enterprise Agreement 2023



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TITLE

This is the Woolworths 360 Tasmanian Enterprise Agreement 2023 (“the **Agreement**”).

1. SCOPE AND APPLICATION

- 1.1. This Agreement will cover:
 - a) Woolworths Format Development Pty Limited (ABN 30 159 845 333) (**Woolworths**); and
 - b) Team Members employed by Woolworths (as defined) as a Refrigeration and/or HVAC Technician to perform refrigeration maintenance work in the state of Tasmania.
- 1.2. This Agreement does not cover Team Members who perform refrigeration installation work, or other facilities maintenance work.
- 1.3. This Agreement is intended to be a comprehensive agreement and replaces and excludes all awards including the *Plumbing and Fire Sprinklers Award 2020*.
- 1.4. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. DEFINITIONS

- 2.1. **A Team Member** is a person employed by the Company in the classification covered by this Agreement.
- 2.2. **Company** means Woolworths Format Development Pty Ltd.
- 2.3. **Union** means the Communications, Electrical and Plumbing Union of Australia (Tasmanian Branch).
- 2.4. **EA** means this Enterprise Agreement.
- 2.5. **Service and Maintenance** work means but is not limited to installing, altering, repairing, restoring, maintaining, extending work for the purpose of one-off calls or programmed maintenance.
- 2.6. **Ordinary time rate of pay** means the rates as calculated in accordance with Appendix 1 (Rates of Pay), being the 100% rate of pay for the calculation of all premium rates;
 - 2.6.1: Double time means the Ordinary time rate plus 100% (being 200%);
 - 2.6.2 Double time and a half means the Ordinary time rate plus 150% (being 250%)
- 2.7. **NES** means the National Employment Standards
- 2.8. **FWA** means the *Fair Work Act 2009 (Cth)* as amended from time to time



- 2.9. **FWC** means the Fair Work Commission
- 2.10. **PPOT** means Pre-paid Overtime
- 2.11. **Salary** means the Team Member's base hourly rate of pay (being the 100% rate) plus all Award allowances, Annual Leave loading and pre-paid overtime. This "rolled up" rate is referred to as the Team Member's salary. Overtime is calculated on the 100% rate. Superannuation contributions shall be calculated on the Team members OTE (as defined by the SG Act) but exclusive of pre-paid overtime.
- 2.12. Ordinary Time Earnings (OTE) for Superannuation purposes, will have the same meaning and explanation as provided by the Australian Taxation Office as amended from time to time.

3. TERM

- 3.1. This Agreement will commence operating 7 days after it is approved by the FWC and it will continue to operate for a period of 4 years until 1 October 2027.
- 3.2. This Agreement will continue to operate past its Nominal Expiry Date until it is either terminated or replaced by another agreement.

4. TYPES OF EMPLOYMENT

- 4.1. Team Members may be engaged by Woolworths on a full time basis, a part time basis, or on a casual basis.

4.2. Part time Employment

- 4.2.1. Part time Team Members will receive their remuneration, leave and other entitlements calculated on a pro-rata basis, by reference to their base contract hours. Part-time Team Members will not be entitled to RDO's.
- 4.2.2. A part-time team member is a weekly team member who is engaged in any of the classifications defined in this Agreement and works:
 - 4.2.2.1. a minimum daily engagement of 5 Ordinary hours and the maximum daily engagement of 8 Ordinary hours.
 - 4.2.2.2. a maximum engagement of less than 38 Ordinary hours in 1 week. or 64 Ordinary hours averaged over a 2 week roster.
 - 4.2.2.3. A part-time team member's working hours may be increased via flex-up above Ordinary hours by mutual agreement. Any additional hours up to 38 hours per week will be paid at the team members' Base Hourly Rate of Pay plus any applicable loadings. Only once 38 hours per week are paid at the team members' Base Hourly Rate of Pay (including where a loading is applied) will overtime be applicable as per clause.
 - 4.2.2.4. A part-time team member will be entitled to all leave entitlements prescribed in this Agreement on a pro-rata basis calculated on the Ordinary hours (rostered and flex-up) worked by the team member.



4.2.2.5. A part-time team member's Ordinary time hours may be reduced by the Company by a maximum of 8 hours per week in a 12 month period, provided the weekly hours are still a minimum of at least 20 Ordinary hours.

4.2.2.6. A maximum of 38 Ordinary Hours per week

4.2.3. The spread of ordinary hours for day work will be 6am to 6pm Monday to Friday.

4.3 Part-time additional hours (Standing Consent):

- 4.3.1 There may be weeks where a part-time team member is available, and wants to work additional Ordinary Hours. Part-time team members may work up to 38 Ordinary Hours in a particular week by mutual agreement, subject to the operational availability of those hours. These additional hours will receive the Ordinary time rate of pay for their classification plus and also attract leave entitlements and superannuation contributions for those hours worked.
- 4.3.2 A part-time team member can choose to provide standing consent and their personal availability (in writing) to volunteer to work additional hours in accordance with clause 6.4.1 (c). Such standing consent may be varied or revoked by the team member at any time. Such a variation or revocation in writing may be made by electronic means including by email or via an application. A record of the agreement and any variations to it (including by way of standing consent) will be retained by the Company and provided to the team member on request.
- 4.3.3 For clarity, the provision of standing consent and availability does not require a team member to accept additional hours (even if those hours fall within their stated availability) and they may continue to decline any additional hours that may be offered. Where a part-time team member has accepted additional hours and is no longer able to work them, they will notify their team leader as soon as possible, including the reason they can no longer work the additional hours. Unless it is not reasonably practicable, at least 7 days' notice will be provided for previously rostered hours.
- 4.3.4 An Apprentice is not able to be engaged as a part-time employee under this Agreement.

4.4 Casual Employment

4.4.1 A **casual** team member is a team member who is engaged on an hour-by-hour basis in any of the classifications defined in this Agreement and works:

- a) A minimum daily engagement of 4 Ordinary hours on any 1 day.
- b) A maximum daily engagement of 8 Ordinary hours on any 1 day.
- c) A maximum engagement of 38 Ordinary hours per week.

4.4.2 A casual team member will receive a loading of 25% per Ordinary hour worked. The casual loading will be calculated on the Base Hourly Rate of Pay.

4.4.3 The Casual Loading is instead of entitlements to paid personal/carer's leave, annual leave, pay for public holidays not worked and other forms of paid leave (excluding Long Service and Family and Domestic Violence Leave).

4.4.4 When a casual team member works overtime or works on a public holiday, the overtime rates and public holiday rates in this Agreement will apply, and these rates are inclusive of the 25% casual loading. Hours worked on a public holiday or as overtime are not Ordinary Hours.

4.5 Casual Conversion

Casual Team Members will have the right to be offered and request conversion from casual employment to Permanent (full-time or part-time) employment in accordance with Part 2-2, Division 4A of the Fair Work Act.

5. APPRENTICES AND TRAINEES

5.1 For the purposes of this Agreement, **Apprentice** means a person undertaking a Certificate Level 3 or Certificate Level 4 Traineeship in a traditional apprenticeship trade under a contract of training approved by the Tasmanian Training Agreements Committee pursuant to the *Vocational Education and Training Act 1994* (TAS).

5.2 To ensure that apprenticeships and other training initiatives provide maximum advantage to all parties, apprentices will be required to complete the 'off-the-job' component of their training without loss of their normal pay and during ordinary working hours. Normal pay excludes any site allowances. This will include attendance at an agreed Registered Training Organisation's training premises.

5.3 Except in extenuating circumstances, an apprentice who is required to repeat all or part of the course components for their respective year of training will remain on the pay rate prescribed in Appendix 1 of this Agreement for that year until all of the modules for the current year's training have been passed.

6. PAY

6.1 Rates of pay

6.1.1 A full time adult Team Member will be paid an hourly rate for their classification as set out in Appendix 1.

6.1.2 A junior, apprentice or trainee Team Member appointed by Woolworths as such will receive a percentage of the weekly rates set in Appendix 1, in accordance with the provisions of the Award.

6.2 Allowances

6.2.1 The Ordinary hourly rate of pay specified in Appendix 1, is paid in recognition for all Award allowances (however specified or mentioned). No further allowances apply to Team Members.



6.3 Payment

6.3.1 Payments under this Agreement will be made weekly by electronic funds transfer into the bank (or other recognised financial institution) nominated by the Team Member.

6.3.2 Where an overpayment of remuneration or entitlements has been made to a Team Member, Woolworths and the Team Member will agree a process to repay the overpayment within a reasonable period of time.

6.3.3 Team Members will receive pay slips in accordance with relevant legislation.

7. TRAVEL

7.1 Team Members will start work at their first job site for the day at their rostered start time, and will finish work at their last job site for the day at their rostered finish time (or on completion of overtime work).

7.2 Fares

If a Team Member is required to provide their own transport (i.e. if they do not have the use of a Woolworths tool of trade vehicle, do not receive a car allowance and are not offered free transport by Woolworths) and required to travel in their own time to and/or from a worksite within the defined radius, they will receive the travel allowance (as per the ATO) for each day worked where they are required to provide their own transport.

7.3 Transport during working hours

7.3.1 Where a Team Member is required by Woolworths to travel to another job site during their shift, they will be paid all fares necessarily incurred for that travel unless transport is provided by Woolworths to and from the site (including by Woolworths providing a vehicle or paying a car allowance), and the time spent traveling will be regarded as time worked.

7.3.2 If a Team Member uses their own car for that travel (with the approval of their team leader), the Team Member will be paid the travel allowance (as per the ATO). This does not apply to Team Members who have a Woolworths tool of trade vehicle or receive a car allowance.

7.4 Team Members provided with vehicle or car allowance

If a Team Member is:

- a) Provided with a vehicle for their use as transport to and from their home to job sites; or
- b) Picked up by Woolworths transport to commence and cease work at the usual commencing and finishing times; or
- c) Paid a car allowance,

the Team Member will not be entitled to any payment for fares or payment for use of their own car.

7.5 Travel beyond defined radius

7.5.1 When working on jobs beyond the defined radius from the centre (as defined below), Team Members will be paid an additional allowance for travel time. This allowance will be calculated at the ordinary time rate of pay for the time required to travel to the jobsite and back from and to the defined radius (with a minimum payment of a quarter of an hour for each journey). Any travel beyond the radius once a Team Member has commenced working overtime will be calculated at double time.

7.5.2 If a Team Member is required to use their own transport or take public transport (and does not have a Woolworths tool of trade car or receive a car allowance), the Team Member will also receive the travel allowance for using their own car for travel beyond the defined radius (for the distance travelled beyond the defined radius and back) as per the ATO.

7.5.3 Radius: The radius will be 50 kilometres from the Team Member's home (calculated using Google maps).

Where work commences away from the team member's normal area of work, the team member can elect to start travelling earlier, and shall have the right to cease work for the day after having completed 8 hours, or have returned home in a time which includes half an hour of travel each way.

When a team member starts at a store beyond a 50km radius, they will have the option of factoring travel into their normal 8 hour day, or they can choose to work 8 hours at the site and travel as overtime.

The team member can elect to complete 8 hours of work at a store further than 50km away from the team member's home, and have the time to return home deducted from their pre-paid overtime bank.

7.6 Parking

Where the Team Member in the performance of their work needs to pay for parking because no alternative free parking is available, Woolworths will reimburse the Team Member for that cost (provided a receipt is provided and the cost is reasonable).

7.7 Entitlement

The allowances in this clause will not be taken into account in calculating overtime, penalty rates or payments during leave.

8. DUTIES

8.1 Team Members are required to safely undertake all duties that are within their skill and competence as directed by Woolworths.

8.2 Team Members may be required by Woolworths to undertake training aimed at maintaining, enhancing or broadening their work skills and performance. Team Members may also be required by

Woolworths to teach work skills to apprentices, and more experienced Team Members may also be required by Woolworths to teach work skills to less experienced Team Members.

9 HOURS OF WORK AND RELATED MATTERS

9.1 Ordinary hours

9.1.1 The average ordinary hours worked will be 38 per week.

9.1.2 Team members will accrue an RDO every two weeks in accordance with clause 9.7

9.1.3 The spread of ordinary hours for day work will be 6am to 6pm Monday to Friday.

9.1.4 A Team Member's days of work, start and finish times and area of responsibility will be as advised to the Team Member by their team leader, or other authorised Woolworths officer. Rosters will be provided to Team Members as far in advance as practicable.

9.1.5 Woolworths may vary or change a Team Member's days of work, start and finish times or area of responsibility by providing 48 hours' notice. This period may be reduced where agreed to by Woolworths and the Team Member, or where operational circumstances require. Woolworths must consult with directly affected Team Members about any changes made.

9.1.6 However, Woolworths may vary or suspend any roster arrangement immediately in the case of an emergency, provided that any overtime worked is agreed or reasonable. The hours of work and overtime provisions in this EA would continue to apply.

9.2 Night work

9.2.1 Team Members who are directed by Woolworths to work ordinary hours at night (i.e. between 6pm and 6am) between midnight on Sunday and midnight on Friday for five or more consecutive shifts and are given at least 48 hours notice prior to the shiftwork will receive a 33% loading calculated on their ordinary hourly rate of pay for those ordinary hours worked.

9.2.2 If a Team Member is directed by Woolworths to work ordinary hours at night between midnight on Sunday and midnight on Friday for less than five consecutive shifts or they are given less than 48 hours notice period to the shiftwork, they will be paid 150% for the first two hours and 200% thereafter calculated on their hourly rate of pay for such ordinary hours worked.

9.3 Weekend work

9.3.1 Team Members who are directed by Woolworths to work ordinary hours between midnight on a Friday and midnight on a Saturday shall be paid 150% for the first 2 ordinary hours worked, then 200% for the remaining ordinary hours worked.

9.3.2 Team Members who are directed by Woolworths to work ordinary hours between midnight on a Saturday and midnight on a Sunday shall be paid 200% for those ordinary hours worked.

9.4 Overtime

9.4.1 Due to the nature of the industry, in order to perform their duties Team Members may be required to work overtime. A Team Member will not unreasonably refuse a direction to work



overtime. A Team Member can refuse to work overtime if working overtime would be unreasonable having regard to:

- a) The Team Member's health and safety;
- b) The Team Member's personal circumstances,, including any family responsibilities;
- c) The needs of the workplace;
- d) The amount of notice given by Woolworths in relation to working overtime, and the amount of notice given by the Team Member of their intention to refuse overtime; and
- e) Any other relevant matter.

Team members will nominally have 300 hours of PPOT calculated into their rolled-up salary. The amount of PPOT hours may be varied by agreement between team member and the Company.

These PPOT hours will nominally be worked by doing call outs, being on call, or by working outside of normal hours.

If 33% of PPOT hours are worked in any one quarter of the year, the team member shall have the right to refuse further overtime, or be paid any additional overtime hours worked in that quarter at the rate of double time.

9.4.2 Team Members will be paid at double time for overtime worked.

9.4.3 Overtime worked on a Sunday will be paid at double time.

9.4.4 Overtime worked on a public holiday will be paid at double time and a half.

9.5 Breaks

9.5.1 Team Members working **day work** will receive:

- a) An unpaid meal break of 30 minutes, to be taken between noon and 1pm; and
- b) A paid rest period of 10 minutes between 9am and 11am.

9.5.2 Team Members working **night work** will receive:

- a) An unpaid meal break of 30 minutes, to be taken no more than five hours after the start of their shift; and
- b) A paid rest break of ten minutes, to be taken no more than two hours after the start of their shift.

9.5.3 If a Team Member is required to work overtime after their usual or rostered finishing time for two hours or more, the Team Member will receive:

- a) A paid rest break of 20 minutes immediately after their usual finishing time; and



- b) For each subsequent four hours of continuous overtime a Team Member works, they will be allowed to take a paid rest break of 30 minutes.

9.5.4 If a Team Member is required to work overtime on a Saturday, Sunday or public holiday, they will receive:

- a) A paid rest break of 10 minutes;
- b) A paid meal break of 20 minutes after four hours of work (or a 30 minute break where 20 minutes is paid and ten minutes is unpaid); and
- c) If the Team Member is required to work more than another four hours, they can take a paid rest break of 30 minutes.

9.5.5 Team Members should have a break of at least 10 hours between shifts (including any overtime worked). If a Team Member works so much overtime between the end of their ordinary shift on one day and the start of their next shift that they have not had at least 10 consecutive hours off, they will not need to start their next shift until they have had 10 hours off (without loss of pay). If, on the instructions of Woolworths, a Team Member starts work without having had 10 hours off, the Team Member will be paid at double time until they cease work for that shift.

9.6 On call

9.6.1 Team Members who are rostered on-call will receive a payment of \$250 per on-call period of one week or have 3 hours deducted from their PPOT allocation, in recognition of being on-call.

9.6.2 If a Team Member is on call but receives no call-out, they will have 5 hours deducted from their PPOT allocation.

9.6.3 Call-out roster:

Team members may be required to participate in an on-call roster, and the company shall take all reasonable steps to ensure that a team member is not on call more than 1 week in every 5.

Should this not occur, a team member who works on call more than 1 in 5 shall have 2 hours deducted from their PPOT bank per occasion.

9.6.4 For each call out worked by a Team Member (and approved by their team leader), Team Members will be paid at overtime rates in accordance with clause 9.4.

9.6.5 If called out, Team Members will be paid for a minimum of four hours' work (inclusive of travel time to and from the site). Team members are required to complete at least 2 hours' work (inclusive of travel) per call out unless they are directed by Woolworths to attend a Priority 1 call at another site.

9.6.6 Work that is continuous with a Team Member's rostered shift or continuous with overtime worked after their rostered shift will be treated as overtime, not as a call out. Work will only be paid as a call out if the Team member was not working and was required to return to work.



9.7 Rostered Days Off

- 9.7.1 Full-time team members will work a total of 76 hours per fortnight, inclusive of 4 hours of travel time. Team members will then accrue one Rostered Day Off (“RDO”) in each 2 week cycle.
- 9.7.2 Payment for the RDO will be at the Team Member’s rolled up rate of pay (as referenced in Appendix 1) for Ordinary hours plus any Fares pursuant to clause 7.2.
- 9.7.3 1 day off per 4-week cycle (13 RDO’s per annum) to be rostered off through consultation and mutual agreement, in support of business requirements.
- 9.7.4 1 day off per 4-week cycle (13 RDO’s per annum) at the discretion of the Technician in consultation with the STL/Line Leader.
- 9.7.5 Flexibility to bank a maximum of 4 days per annum, in line with clause 9.7.10
- 9.7.6 This RDO arrangement will be implemented by 1 June 2024, or at the earliest opportunity prior to this date. Appendix 3 will apply until this arrangement has been implemented.
- 9.7.7 RDOs will be taken as rostered by Woolworths (rosters will be provided as far in advance as practicable) or as otherwise agreed with a Team Member.
- 9.7.8 26 RDO’s will be accrued by an Employee in each 12 months of continuous service. This will not apply for the period an Employee is on unpaid leave.
- 9.7.9 Each day of paid leave taken and any holiday taken (as prescribed below) occurring during any cycle of 2 weeks will be regarded as a day worked for accrual purposes. The term each day of paid leave only covers days worked personal leave, annual leave and public holidays (but not RDO’s).
- 9.7.10 Outstanding RDO and banked hours will be paid out to Team Members prior to the next pay increase. Banked hours include TOIL, PH days in lieu and any other banked Ordinary hours. Superannuation contributions will apply to all RDO and/or Banked hours, which are Ordinary hours

9.8 Public holidays

- 9.8.1 Woolworths will recognise public holidays in accordance with the NES as they apply to Team Members in Tasmania.
- 9.8.2 Team Members who work on a public holiday will be paid 250%, for such hours worked. Team Members will be rostered (or paid) for at least four hours of work.
- 9.8.3 Team Members who are rostered on call on a public holiday can take a day off in lieu. The day in lieu will be taken on a day agreed with Woolworths, and must be taken within six months of the public holiday it is in lieu of.
- 9.8.4 Should a Team Member on-call on a Public Holiday be required to attend a job site, they will have hours deducted from their PPOT balance (as per clause 9.4.1) for each call out. Each call out will be deducted at the rate of 1.25 hours for each hour worked, with a minimum deduction of 6 hours of PPOT (inclusive of travel time to and from the site). If PPOT has been exhausted for the year, the public holiday rate pursuant to clause XX will be paid (250%).



- 9.8.5 For example, the Team Member works 6 hours on a call out on Boxing Day. They would have 7.5 hours deducted from their pre-paid overtime.

9.9 Loadings

- 9.9.1 All loadings will be exclusive of each other, i.e. only one loading (whichever is higher) will be payable at any given time.
- 9.9.2 Loadings will not apply where overtime is payable.

10 PERSONAL PROTECTIVE EQUIPMENT AND UNIFORMS

- 10.1 Woolworths will provide any uniform which Team Members are directed to wear. Any replacement uniform will be provided on the basis of fair wear and tear.
- 10.2 Team Members are required to return any uniform upon termination of employment.
- 10.3 New Team Members will be issued with the following items:
- a) 1 jacket
 - b) 5 short or long-sleeved shirts
 - c) 2 jumpers
 - d) 5 pairs of long trousers or shorts
 - e) 1 pair of boots (as per clause 10.4)

10.4 Safety Boots Allowance

It shall be a condition of employment for the employees to wear safety shoes that meet Australian standards. The Employer provides an allowance to a maximum of \$200 annually. The Employer acknowledges that certain team members may require specific boots ie orthopedic boots which come at an additional cost to the employee. The employee will provide the employer with proof of purchase and any amount exceeding \$200 will be reimbursed by the employer. The Employer may request additional information to support a claim above \$200.

11 LOSS OF TOOLS

11.1 Woolworths will insure Team Members' tools and equipment against loss or damage, to the value of \$10,000.

11.2 To claim under this policy:

- a) The loss or damage cannot be due to the Team Member's negligence or because the Team Member failed to properly secure the tools while not in use;
- b) The Team Member must immediately report the stolen tools to the Police, and provide Woolworths with a Police report; and
- c) The Team Member must provide Woolworths with any further relevant information in writing (including details of witnesses).



12 ANNUAL LEAVE

12.1 Full time Team Members are entitled to 4 weeks of annual leave per year of service, in accordance with the NES contained in the FWA (prorated for part time Team Members).

12.2 Further, in addition to the entitlement to annual leave in the NES, a Team Member who works or is required to be on call for any part of 26 weekends or more in any year, will be entitled to an additional week's annual leave.

12.3 Annual leave accrues progressively during a year of service and accumulates from year to year.

12.4 Team Members are encouraged to provide at least 4 weeks' notice before their requested leave dates. Leave requests will be assessed on a case by case basis and will not be unreasonably refused, taking into account:

- a) Woolworths' operational requirements;
- b) Whether other Team Members in the relevant area already have approved leave (or have also requested leave) for the relevant period;

12.5 Team Members will be paid annual leave loading at the rate of 17.5% (including on any accrued annual leave paid out on termination of employment). A Team member receiving a rolled-up salary, has the 17.5% annual leave loading included in their salary.

12.6 For the purposes of the provisions of the NES which deal with annual leave, a shiftworker means a Team Member engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond Woolworths' control) and who is regularly rostered to work those shifts.

12.7 Annual leave in advance

12.7.1 If Woolworths agrees, a Team Member can take annual leave before it becomes due. The agreement will be in writing and needs to:

- a) Be signed by both Woolworths and the Team Member;
- b) Specify how much annual leave is being taken in advance;
- c) Specify the date the leave will commence;
- d) Be kept with the Team Member's records.

12.7.2 If Woolworths allows a Team Member to take annual leave in advance under this clause and the Team Member's employment ends (for any reason) before the Team Member has accrued an entitlement to all of the annual leave already taken under this clause, Woolworths can deduct from any money due to the Team Member on termination an amount equal to the amount that was paid to the Team Member for the period of annual leave taken in advance for which an entitlement has not been accrued, consistent with the NES.

12.8 Cashing out annual leave



- 12.8.1 Woolworths and a Team Member can mutually agree to cash out part of the Team Member's accrued annual leave provided that for each cashing out:
- a) The Team Member's remaining accrued entitlement to paid annual leave is not less than four weeks;
 - b) Each request to cash out annual leave is the subject of separate agreement in writing between Woolworths and the Team Member;
 - c) The Team Member is paid at the full amount that would have been payable to the Team Member had they taken the leave that they have forgone; and
 - d) A request to cash out annual leave is made only once per calendar year.

12.9 Excessive annual leave – general provisions

- 12.9.1 A Team Member has an excessive annual leave accrual if they have accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker, as defined by this enterprise agreement).
- 12.9.2 If a Team Member has an excessive leave accrual, Woolworths or the Team Member may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

12.10 Excessive annual leave – Woolworths directing a Team Member to take leave

- 12.10.1 If Woolworths has genuinely tried to reach agreement with a Team Member under the above clause but agreement is not reached (including because the Team Member refuses to confer), Woolworths may direct the Team Member in writing to take one or more periods of paid annual leave.
- 12.10.2 However, a direction by Woolworths under this clause:
- a) Is of no effect if it would result at any time in the Team Member's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
 - b) Must not require the Team Member to take any period of paid annual leave of less than one week;
 - c) Must not require the Team Member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - d) Must not be inconsistent with any leave arrangement agreed by Woolworths and the Team Member.
- 12.10.3 The Team Member must take paid annual leave in accordance with a direction in clause 12.10.1 that is in effect.
- 12.10.4 A Team Member to whom a direction has been given under this clause may request to take a period of paid annual leave as if the direction had not been given.



12.11 Excessive annual leave – request by a Team Member for leave

- 12.11.1 If a Team Member has genuinely tried to reach agreement with Woolworths under clause 12.9 but agreement is not reached (including because Woolworths refuses to confer), the Team Member may give a written notice to Woolworths requesting to take one or more periods of paid annual leave.
- 12.11.2 However, a Team Member may only give a notice to Woolworths under this clause if:
- a) The Team Member has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - b) The Team Member has not been given a direction under clause 12.10 that, when any other paid annual leave arrangements are taken into account, would eliminate the Team Member's excessive leave accrual.
- 12.11.3 A notice given by a Team Member under this clause must not:
- a) If granted, result in the Team Member's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account;
 - b) Provide for the Team Member to take any period of paid annual leave of less than one week;
 - c) Provide for the Team Member to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - d) Be inconsistent with any leave arrangement agreed by Woolworths and the Team Member.
- 12.11.4 A Team Member is not entitled to request by a notice under this clause more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker, as defined by this enterprise agreement) in any period of 12 months.
- 12.11.5 Woolworths must grant paid annual leave requested by a notice under this clause.

13 LONG SERVICE LEAVE

13.1 Long Service Leave shall be in accordance with and provided by TASBUILD

13.2 Woolworths shall pay all charges required by the Long Service Leave (Construction Industry) Act 1971.

13.3 For the avoidance of any doubt, a Team member who is absent from work on long service leave via TASBUILD shall be entitled to all Industry Fund payments under this Agreement on an 'as if at work' basis. For clarification, the team member will be eligible to be paid on their Salary including their PPOT.



13.4 Where a public holiday falls within a period of long service leave it shall not be absorbed into that period. Instead, the Team member is entitled to be absent from work pursuant to the Public Holiday provisions of this Agreement. For clarity, this clause does not apply in circumstances where a team member's employment ceases prior to accessing their TASBUILD entitlements.

14 PERSONAL/CARER'S LEAVE

14.1 Full time Team Members accrue (76 hours) ten days of paid personal/carer's leave per year of service, in accordance with the NES contained in the FW Act (prorated for part time Team Members).

14.2 Personal/carer's leave accrues progressively throughout the year and accumulates from year to year.

14.3 Accumulated personal/carer's leave entitlements are not payable on termination.

14.4 Personal/carer's leave may be taken:

- a) If the Team Member is not fit for work because of a personal illness, or personal injury, affecting the Team Member; or
- b) To provide care or support to a member of the Team Member's immediate family, or a member of the Team Member's household, who requires care or support because of a personal illness or injury or unexpected emergency affecting that other person.

14.5 Team Members are also entitled to unpaid carer's leave in accordance with the NES

14.6 To be entitled to take paid or unpaid personal/carer's leave Team Members must notify Woolworths as soon as reasonably practicable of the Team Member's inability to attend work, the nature of the injury, illness or emergency of the Team Member or immediate family member, the period, or expected period, of leave and provide an application for leave following their return to work from personal/carer's leave.

14.7 Woolworths may require a Team Member to provide evidence to substantiate the basis for taking personal/carer's leave, including a certificate from a registered medical practitioner or a statutory declaration. If a Team Member does not produce evidence that would satisfy a reasonable person of the basis for an absence, the Team Member may not be paid personal/carer's leave for that absence.

15 COMPASSIONATE LEAVE

15.1 Compassionate leave is provided for in the NES. Inclusive of any NES entitlements, Permanent Team members are entitled to two days paid compassionate leave in accordance where the absence is due to:



- 15.1.1 The death of a member of the Team member's Immediate Family or Household.
 - 15.1.2 Where the death as prescribed above occurs interstate or outside of Australia and the Team member attends the funeral
 - 15.1.3 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
 - 15.1.4 The Team member or the Team member's spouse has a miscarriage.
 - 15.1.5 A stillbirth where the child would have been a member of the Team member's Immediate Family, or household, if the child had been born alive.
- 15.2 In instances where a period of compassionate leave is taken by an Team member for the purpose of spending time with a member of the Team member's Immediate Family or household in circumstances as defined above, compassionate leave may be taken as an unbroken period or in separate periods as agreed between the Team member and Woolworths.
- 15.3 A Team member must provide documentation to Woolworths, as soon as reasonably practicable to be entitled to paid compassionate leave.
- 15.3.1 Documentation means any written evidence Woolworths reasonably requires of the illness, injury or death of the Immediate Family or household member.
 - 15.3.2 The documentation must meet the requirements of the Fair Work Act.
- 15.4 Compassionate leave is paid at the Base Hourly Rate of Pay for Permanent Team members'.
- 15.5 Casual Team members are entitled to compassionate leave in accordance with the NES and the above table, however such leave will be unpaid.

16 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 16.1 Woolworths is committed to providing support to Team Members who experience family or domestic violence.
- 16.1 Each year, All employees can access 10 days of paid family and domestic violence leave each year. This includes full-time, part-time and casual employees.
- 16.2 The entitlement:
- a) Is available in full at the start of each 12 month period of the Team Member's employment;
 - b) Does not accumulate from year to year;
 - c) (Where the leave is paid leave) is paid at the Team Member's full rate of pay for the hours normally rostered to work;
 - d) Is not paid out on termination of employment if not used.
- 16.3 A Team Member may take any combination of paid or unpaid family and domestic violence leave to deal with family and domestic violence if the Team Member:
- a) Is experiencing family and domestic violence; and



- b) Needs to do something to deal with the impact of family and domestic violence (for example making arrangements for their safety or the safety of others (including relocation), attending medical appointments, attending urgent court hearings or accessing police services) and it is impractical for the Team Member to attend to it outside of their ordinary hours of work.
- 16.4 In circumstances where a Team Member has exhausted their entitlement to paid leave under this clause, they may access other paid leave, including personal/carer's leave or annual leave whether or not they have used their unpaid leave under this clause. If they have used their unpaid leave, they may take unpaid leave.
- 16.5 If a Team Member needs to take family and domestic violence leave, they should notify their manager, People Advisory or their Culture & People Partner as soon as practicable. They should also let their team leader know the expected duration of the leave.
- 16.6 Woolworths may request reasonable supporting documentation in relation to any leave taken under this clause. This may include a statutory declaration or a letter or document from the Police, a Court, a doctor, a lawyer or a family violence support service confirming that the leave is being taken to deal with family and domestic violence.
- 16.7 All personal information concerning matters of family and domestic violence will be kept confidential and may only be used internally, or disclosed externally in exceptional circumstances and where it is imperative to maintain the safety of the Team Member or another person.
- 16.8 Team Members experiencing family or domestic violence will have the ability to request flexible working arrangements.
- 16.9 A Team Member who supports a person experiencing family or domestic violence may take personal/carer's leave to accompany them to court or hospital or to care for that person's children.
- 16.10 Employees are entitled to paid family and domestic violence leave in accordance with Woolworths Group Policy. In the event that the Award or the NES contains a more generous paid leave entitlement than Woolworths' Policy, Team Members will receive such entitlement.

17 COMMUNITY SERVICE LEAVE

- 17.1 Eligible Team Members (including casual Team Members) are entitled to community service leave in accordance with the NES for certain activities, such as voluntary emergency management activities and jury duty (including attendance for jury selection).
- 17.2 With the exception of jury duty, community service leave is unpaid.

18 PARENTAL LEAVE

Eligible Team Members are entitled to parental leave in accordance with the Woolworths' Policy and the NES.

19 ANTI-DISCRIMINATION

Woolworths and its Team Members are committed to providing a workplace that is free from discrimination and harassment. For more information, Team Members should refer to Woolworths' policies (which are not incorporated into this Agreement).

20 SUPERANNUATION

Superannuation Contributions

- 20.1 The Company will make Superannuation contributions on each team member's behalf in line with the Superannuation Guarantee Contribution rate. Such contributions will be made to each Team Member's fund on a monthly basis, unless otherwise indicated by the applicable legislation.
- 20.2 The level of contributions paid on behalf of each employee will be the greater of 11%, or other such percentage rate consistent with the Superannuation Guarantee (Administration) Act 1992, of the Ordinary Time Earnings as defined by the Australian Taxation Office, of their 'rolled up salary rate'.
- 20.3 For avoidance of any doubt, the rate for calculating superannuation payments will be as follows:
- Superannuation Guarantee % (currently 11%) x Team Member's Rolled Up Salary AND Pre Paid Overtime);
- 20.4 Overtime in excess of pre-paid overtime will continue to be paid to Team Members in the manner it has to date, that is, based on a saved rate as at the time the Enterprise Agreement commenced.

Superannuation Fund

- 20.5 The Company will make Superannuation contributions in accordance with the Superannuation Legislation on behalf of employees to the fund of their choice.
- 20.6 New employees will have contributions made to their individual Stapled Fund (in line with the Superannuation Legislation).
- 20.7 Where the employee does not have a Stapled Fund and does not exercise choice of fund, contributions will be made to the default fund. The default fund is CBUS.
- 20.8 All superannuation contributions will be as required by the CBUS trust deed.
- 20.9 Team Mem Members can change their nominated superannuation fund at any time by giving Woolworths notice in writing.

Individual Contributions to Superannuation



- 20.10 Employees can make voluntary Superannuation contributions in accordance with the law and Woolworths’ procedures through Woolworths’ online payroll system. If Team Members choose to do so, some of their regular pay will be paid into their Superannuation fund instead of being paid to them that week.
- 20.11 These additional voluntary Superannuation contributions can be made pre or post tax.
- 20.12 Any additional Superannuation contributions are in satisfaction of Company’s’ obligation to pay the wages set out in this Agreement. Accordingly, no breach of this Agreement will occur if the actual wages paid to the employees fall below the rates set by this Agreement solely because of the company paying additional superannuation contributions on a pre-tax basis under this sub clause.

21 INCOME PROTECTION

- 21.1 Woolworths shall participate in an income protection scheme and shall make relevant contributions on behalf of all Team members to provide for the payment of an income protection scheme to Team members.
- 21.2 The benefits of the income protection policy will be provided under ‘Protect’, which will provide cover up to \$1,800 per week for technicians and up to \$850 per week for apprentices.
- 21.3 The provisions of this clause will not result in any ‘double dipping’ in respect to benefits payable to a Team Member.
- 21.4 In addition, for the purpose of any matters raised by the insurer around a pre-existing claim arising since December 2019, the employer is liable for the full benefit otherwise payable to the Team members by Protect.

22 DISPUTE RESOLUTION PROCEDURE

- 22.1 The following procedure will take place if there is a dispute between a Team Member and Woolworths in relation to a matter arising under this Agreement, or the NES and any matter pertaining to the relationship between Woolworths and the Team Member(s).

Dispute Resolution	Procedure
Objective	A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. The parties to this Agreement are committed to complying with the terms of this procedure. Disputes over work related or industrial matters arising from this Agreement, or any other dispute related to the employment relationship, or the NES shall be dealt with according to the following procedure.

	To resolve disputes quickly, fairly and at a local level where possible and to encourage direct communication between Team members and their leader.
During a Dispute	<p>While the dispute is being dealt with in accordance with the procedure in this clause: The parties will maintain the status quo existing immediately prior to the subject matter of the dispute arising. Work shall continue in accordance with the status quo unless the Team Member has a reasonable concern about an imminent risk to their health or safety.</p> <p>For the avoidance of doubt, “maintain the status quo” means that the action giving rise to the dispute will be withdrawn, and the situation immediately prior to the action giving rise to the dispute will apply until the dispute is resolved.</p> <p>Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed.</p>
Support/ Representation	A Team Member has the right to be represented (by the Union or a Union delegate or another representative or support person of their choice) at any Step of the dispute.
Step 1	<p>In the first instance, the parties to the dispute will take genuine steps to try and resolve the dispute at the workplace level.</p> <p>Relevant Team members should try to resolve the dispute first through discussions with their Team Leader/Line Leader.</p>
Step 2	If the dispute remains unresolved after Step 1, the relevant Team member(s) to the dispute (or their representative) or their Team Leader/Line leader may raise the dispute with the State and/or Assistant State Manager (ie; their leader’s, leader) and People Partner. At Step 2, and for all following steps, the dispute may be outlined in writing by either party.
Step 3	If the dispute remains unresolved after Step 2, the State Manager may choose to or the Team Member or Union or representative may request that the matter be referred to the People Partner for consideration.
Step 4	<p>If the dispute remains unresolved after Step 2 and/or 3, either party may refer the dispute to the FWC. The FWC may deal with the dispute by conciliation, by arbitration, or by the exercise of any of its powers under the FW Act, or by any combination of methods.</p> <p>If the FWC deals with the dispute by arbitration:</p> <ul style="list-style-type: none"> ● By a, single member of the FWC and makes an arbitral award (FWC Decision): ● Any party to the dispute (or its representative) may, within 21 days after the date of the FWC Decision, appeal to the Full bench of the FWC; <p>If no party appeals from the FWC Decision within the period stated above, that FWC Decision will be final and binding on the parties to the dispute.</p> <ul style="list-style-type: none"> ● By a full bench of the FWC and makes a decision, the decision will be final and binding on the parties to the dispute.



23 TERMINATION OF EMPLOYMENT

- 23.1 Either Woolworths or a Team Member (other than a casual Team Member) can terminate the Team Member's employment by providing written notice in accordance with the following table:

Period of continuous service	Minimum notice period
One year or less	1 week
More than 1 year and less than 3 years	2 weeks
More than 3 years and less than 5 years	3 weeks
More than 5 years	4 weeks

- 23.2 The required notice to be given by Woolworths will increase by one week if the Team Member is over 45 years old and has completed two years continuous service with Woolworths.
- 23.3 The required notice for a casual Team Member is 1 hour.
- 23.4 Woolworths may make a payment to a Team Member in lieu of part or all of the required notice.
- 23.5 If a Team Member fails to work some or all of the required notice period, to the extent permitted by law Woolworths may deduct and retain an amount in lieu of the remaining period of required notice from any monies otherwise owing to the Team Member on termination.
- 23.6 Woolworths may dismiss a Team Member without giving the required notice for serious misconduct. In these circumstances, payments to the Team Member will be made up to the time of termination of employment only.
- 23.7 Woolworths can accept that a Team Member has terminated their employment at their own initiative by abandonment of their employment if:
- a) A Team Member is absent from work for three consecutive rostered working days without notifying Woolworths;
 - b) Woolworths is not satisfied that there are reasonable grounds for the absence; and
 - c) Woolworths has made reasonable attempts to contact the Team Member or immediate family members using contact details (if any) that have previously been provided to Woolworths.
- 23.8 Upon termination of employment, any money due by a Team Member to Woolworths will be repaid to Woolworths by way of a payroll deduction from any entitlement that would be paid to the Team Member on termination (to the extent permitted by law).



24 REDUNDANCY & SEVERANCE SCHEME

24.1 Severance Protection Scheme

24.1.1 Woolworths shall participate in a Severance Protection Scheme and shall make relevant contributions on behalf of all Team members to provide for the payment of redundancy benefits to employees.

24.1.2 Woolworths is, and will remain during the life of this Agreement, a member of the Protect Severance Scheme No 2 Pty Ltd ACN 606 361 853 (Protect 2) as trustee of the Protect Severance Scheme No 2; trading as "Protect" ABN 52 967 672 143, it will be bound by Protect's trust deed, dated 21 June 2016 as amended from time to time. And all the team members of Woolworths within the scope of this Agreement will be enrolled in the Fund and be entitled to redundancy benefits in accordance with the terms of the Trust Deed.

24.1.3 Woolworths shall pay contributions to the Scheme on behalf of each Team Member in accordance with the Trust Deed. If Protect nominates any other fund under clause, the employer shall pay contributions to that fund at the sum of \$50 on behalf of each employee on a weekly basis.

24.1.4 In the event of an Team member being made redundant by Woolworths shall be liable to pay redundancy payments to a Team member when the Team member ceases to be employed by Woolworths (unless the employee redundancy payments are met by Protect) and is not immediately re-employed by an employer respondent to the agreement or other approved certified agreement, other than for reasons of misconduct or unreasonable refusal of duty. The Team member will be entitled to receive either the greater of the NES or their Protect account, not both.

24.1.5 The redundancy payments which the employer is liable to pay under clause 24.1.4 are whichever are the greater of the entitlement of the employee under the Agreement and the entitlement of the employee under the Scheme Trust Deed (or under the constituting documents of any other ATO approved fund nominated by Protect pursuant to its Trust Deed).

24.1.6 The liability of the employer to pay redundancy payments to a Team member under this clause will be met by the making of the contributions on behalf of each Team member required as a member of the Incolink Number 1 Fund, or another fund nominated by Incolink pursuant to its Trust Deed.

24.1.7 References in this clause to "Incolink Number 1 Fund" include a reference to another fund for comparable purposes nominated by Incolink for the purposes of this Agreement as a fund which supersedes the Incolink Number 1 Fund.

24.2 Redundancy

24.2.1 The provisions of this clause will not result in any 'double dipping' in respect to benefits payable to a Team member.

24.2.2 This clause (24.2) will be read in conjunction with clause 24.1 of this Agreement.

24.3 Redundancy funds

24.3.1 An employer covered by this Agreement may utilise a fund to meet all or some of the liabilities created by this clause. Where the Company utilises such a fund:

- a) Payments made by a fund designed to meet an Company's liabilities under this clause, to Team members eligible for redundancy/severance pay will be set off against the liability of the employer under this clause, and the employee will receive the fund payment or the Agreement benefit whichever is the greater but not both; or
- b) Where a fund, which has been established pursuant to an agreement between team member's representatives and Woolworths, does not make payments in accordance with this clause, contributions made by an employer on behalf of a team member to the fund will, to the extent of those contributions, be set off against the liability of the employer under this clause, and payments to the employee will be made in accordance with the rules of the fund or any agreement relating thereto and the employee will be entitled to the fund benefit or the Agreement benefit whichever is greater but not both.

24.4 Definition

24.4.1 Redundancy means a situation where a team member is terminated by Woolworths because their position/work has ceased to exist and no alternative position/work can be provided by Woolworths.

24.5 Redundancy pay

24.5.1 A redundant team member will receive redundancy/severance payments, calculated in accordance with "Protect".

24.5.2 Week's pay means the Ordinary time rate of pay at the time of termination for the Team member concerned.

24.5.3 If a team member dies within a period of eligible service which would have entitled that team member to redundancy pay, such redundancy pay entitlement will be paid to the estate of the team member.

24.6 Employee leaving during notice

24.6.1 A Team member whose employment is to be terminated in accordance with this clause may terminate their employment during the period of notice and if this occurs, will be entitled to the provisions of this clause as if the team member remains with the Company until expiry of such notice. Provided that in such circumstances, the team member will not be entitled to payment in lieu of notice.

24.7 NES Redundancy Pay

24.7.1 As prescribed in Clause 24.1.4, in the event that a team member is made redundant as defined under Clause 24.4, The employee will be entitled to receive either the greater of the NES or their Protect account, not both.



24.7.2 Under the NES a Permanent team member whose employment is terminated due to redundancy is entitled the following redundancy pay for each year of Continuous Service:

Period of Continuous Service	Redundancy pay scale
Less than 1 year	-
1 year but less than 2 years	4 weeks
2 years but less than 3 years	6 weeks
3 years but less than 4 years	7 weeks
4 years but less than 5 years	8 weeks
5 years but less than 6 years	10 weeks
6 years but less than 7 years	11 weeks
7 years but less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years*	12 weeks

* There is a reduction in redundancy pay from 16 weeks to 12 weeks for team members with at least 10 years Continuous Service in line with the NES.

24.7.3 Redundancy pay is paid at the team member's Ordinary time rate of pay at the time of termination for the team member concerned.

24.8 Alternative Employment

A team member is not eligible for severance payments under this clause if the team member obtains for them acceptable alternative employment.

24.9 Transfer of Business

Redundancy pay will not be payable if:

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



25 CONSULTATION

- 25.1 This term applies if Woolworths:
- a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise which 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.
- 25.2 If either of the above circumstances applies, Woolworths must notify the relevant Team Members of the decision to introduce the change.
- 25.3 The relevant Team Members may appoint a representative for the purposes of the procedures in this term.
- 25.4 If:
- a) A relevant Team Member appoints, or relevant Team Members appoint, a representative for the purposes of consultation; and
 - b) The Team Member or Team Members advise Woolworths of the identity of the representative, Woolworths must recognise the representative.
- 25.5 As soon as possible after making its decision, Woolworths must discuss with the relevant Team Members:
- a) The introduction of the change; and
 - b) In the case of a major change for the purposes of clause 25.1(a), the effect the change is likely to have on the Team Members and measures Woolworths is taking to avert or mitigate the adverse effect of the change on the Team Members.
- 25.6 For the purposes of the discussion – Woolworths must provide, in writing, to the relevant Team Members:
- a) All relevant information about the change including the nature of the change proposed; and
 - b) Information about the expected effects of the change on the Team Members; and
 - c) Any other matters likely to affect the Team Members.
- 25.7 In the case of a proposed roster or ordinary hours of work change for the purposes of clause 25.1(b), Woolworths must 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).
- 25.8 However, Woolworths is not required to disclose confidential or commercially sensitive information to the relevant Team Members.



- 25.9 Woolworths must give prompt and genuine consideration to matters raised about the change by the relevant Team Members.
- 25.10 For the purposes of clause 25.1(a), a change is likely to have a significant effect on Team Members if it results in:
- a) The termination of the employment of Team Members; or
 - b) Change to the composition, operation or size of Woolworths' workforce or to the skills required of Team Members; or
 - c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) The alteration of hours of work; or
 - e) The need to retrain Team Members; or
 - f) The need to relocate Team Members to another workplace; or
 - g) The restructuring of jobs
- 25.11 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Woolworths, the requirements set out in paragraph 25.2, 25.3, 25.5 and 25.6 will not apply.
- 25.12 In the term, relevant Team Members means the Team Members who may be affected by the change.

26 INDIVIDUAL FLEXIBILITY

- 26.1 Woolworths and a Team Member can agree to make an individual flexibility agreement to vary the effect of any of the terms of this Agreement if:
- 26.1.1 The agreement deals with 1 or more of the following matters:
 - a) Arrangements about when work is performed;
 - b) Overtime rates;
 - c) Penalty rates;
 - d) Allowances;
 - e) Leave loading; and
 - 26.1.2 The agreement meets the genuine needs of Woolworths and the Team Member in relation to one or more of the matters mentioned in clause 26.1.1; and
 - 26.1.3 The arrangement is genuinely agreed to by Woolworths and the Team Member.
- 26.2 Woolworths must ensure that the terms of the individual flexibility arrangement:
- 26.2.1 Are about permitted matters under section 172 of the Fair Work Act 2009; and;
 - 26.2.2 Are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 26.2.3 Result in the team member being better off overall than the team member would be if no arrangement was made.



- 26.3 Woolworths must ensure that the individual flexibility arrangement:
 - 26.3.1 Is in writing; and
 - 26.3.2 Includes the name of Woolworths and the Team Member; and
 - 26.3.3 Is signed by Woolworths and the Team Member and, if the Team Member is under 18 years of age, by a parent or guardian of the Team Member; and
 - 26.3.4 Includes details of:
 - a) The terms of the enterprise agreement that will be varied by the arrangement; and
 - b) How the arrangement will vary the effect of the terms; and
 - c) 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
 - 26.3.5 States the day on which the arrangement commences.
- 26.4 Woolworths must give the Team Member a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 26.5 Woolworths or the Team Member may terminate the individual flexibility agreement:
 - 26.5.1 By giving no more than 28 days written notice to the other party to the arrangement; or
 - 26.5.2 If Woolworths and the Team Member agree in writing, at any time.

27 UNION TRAINING LEAVE

27.1 Employee Representatives

27.1.1 The parties recognise the role the employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the parties recognize the on-site representative is a point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.

27.1.2 An employee representative shall, upon notification to the Company, be recognised as the accredited representative of the employees and be allowed all necessary time during working hours to submit to the Company matters affecting the employees they represent.

27.1.3 At all other times the employee representative will perform productive work within their range of qualifications and competence. Further, the employee representative shall be allowed reasonable time during working hours to attend to job matters affecting the employees.

27.2 Employee Representative Training Leave



27.2.1 Woolworths will provide each recognised delegate with 4 days of Union training leave per calendar year to be taken at a time mutually agreed by Woolworths and the Union.

27.2.2 If a Team Member assumes the role of “Voluntary State Union Councillor” for the Union, they will have access to an additional 4 days training leave.

27.2.3 The Union must provide Woolworths’ with at least 10 days’ notice of an intention to access Union training leave, unless mutually agreed.

27.2.4 Union training leave shall be paid at the Team Member's Ordinary Rate of Pay.


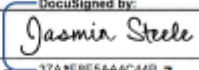
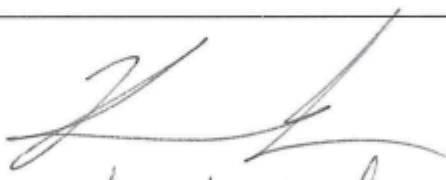
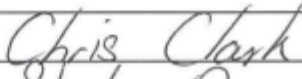
27.2.5 For the avoidance of doubt, Union training leave shall count as service for all purposes of the Agreement.

28 RELATIONSHIP WITH OTHER INSTRUMENTS

While this Agreement applies to a Team Member no other enterprise or collective agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement preserving a state award will apply to the Team Member (unless required by law).



SIGNATORIES

Details	Signature
Signed for and on behalf of Woolworths Format Development Pty Limited by the person duly authorised by the employer	
Name	Brent Allum
Position	State FM Manager Vic/Tas
Date	2/5/2024
Address	522 Wellington Rd Mulgrave 3170
In the presence of:	
Name	Jasmin Steele
Position	Format & Network Development
Date	2/5/2024
Bargaining Representative	
Signed for and on behalf of the Communications, Electrical, Plumbing Union of Australia (Tasmania Branch) by the person duly authorised by the Rules to sign industrial agreements	
Name	Michael Anderson
Position	CEPU State Secretary
Date	2.5.24
Address	84 Cormarston Rd, Moonah
In the presence of:	
Name	Chris Clark
Position	State Organiser
Date	2/05/24



APPENDIX 1 – RATES OF PAY

The rates of pay in this Agreement will increase from the first full pay period on or after the dates specified below.

Technician

- Hourly rate based on 76 hour fortnight

Classification	Saved Team Rate *	Base Rate of Pay (hourly)	Base Weekly RUOP	Total
First full pay period commencing on or after 1/10/23 (5.5%)				
Technician	\$67.51	\$60.89	\$3,016.45	\$156,855.40
First full pay period commencing on or after 1/10/24 (4.5%)				
Technician	\$67.51	\$63.63	\$3,152.19	\$163,913.89
First full pay period commencing on or after 1/10/25 (3%)				
Technician	\$67.51	\$65.54	\$3,246.80	\$168,833.60
First full pay period commencing on or after 1/10/26 (3%)				
Technician	\$67.51	\$67.51	\$3,344.35	\$173,906.20

* Saved Team Rate is reference to the Saved Team Member Rate from the *Format Development (Tasmanian) Enterprise Agreement 2019*. All new employees beginning after the commencement of this current agreement will be on the Technician Base Rate of Pay.



Apprentices

- Based on a 76 hour fortnight

Classification	Base Rate of Pay (hourly)	Base Rate of Pay (weekly)	Base Annual Rate of Pay
First full pay period commencing on or after 1/10/23 (5.5%)			
Apprentices – year 1: 55%	28.38	\$1,078.44	\$56,078.88
Apprentices – year 2: 65%	\$33.54	\$1,274.52	\$66,275.04
Apprentices – year 3: 70%	\$36.12	\$1,372.56	\$71,373.12
Apprentices – year 4: 90%	\$46.44	\$1,764.72	\$91,765.44
Apprentices – adult	\$36.12	\$1,372.56	\$71,373.12
First full pay period commencing on or after 1/10/24 (4.5%)			
Apprentices – year 1: 55%	\$29.66	\$1,127.08	\$58,608.16
Apprentices – year 2: 65%	\$35.05	\$1,331.90	\$69,258.80
Apprentices – year 3: 70%	\$37.75	\$1,434.50	\$74,594.00
Apprentices – year 4: 90%	\$48.53	\$1,844.14	\$95,895.28
Apprentices – adult	\$37.75	\$1,434.50	\$74,594.00
First full pay period commencing on or after 1/10/25 (3%)			
Apprentices – year 1: 55%	\$30.55	\$1,160.90	\$60,366.80
Apprentices – year 2: 65%	\$36.10	\$1,371.80	\$71,333.60
Apprentices – year 3: 70%	\$38.88	\$1,477.44	\$76,826.88
Apprentices – year 4: 90%	\$48.99	\$1,861.62	\$96,804.24
Apprentices – adult	\$38.88	\$1,477.44	\$76,826.88



First full pay period commencing on or after 1/10/26 (3%)			
Apprentices – year 1: 55%	\$31.47	\$1,195.86	\$62,184.72
Apprentices – year 2: 65%	\$37.18	\$1,412.84	\$73,467.68
Apprentices – year 3: 70%	\$40.05	\$1,521.90	\$79,138.80
Apprentices – year 4: 90%	\$50.49	\$1,918.62	\$99,768.24
Apprentices – adult	\$40.05	\$1,521.90	\$79,138.80



APPENDIX 2 – CLASSIFICATIONS

Classification Structure for the purposes of payment

Classification	Duties
Service Technicians	Means a person who has served an apprenticeship and holds the required licences and qualifications, or who is the holder of a tradesperson's certificate issued by the appropriate authority as a refrigeration/air conditioning mechanic, who is required to apply general trade experience on refrigeration work.
Apprentices	Means a person engaged and indentured as an apprentice within the Refrigeration industry.
Adult Apprentice	Mean a person engaged and indentured as an apprentice within the Refrigeration industry, who is of 21 years of age or over at the time of entering into a training agreement or apprenticeship contract to a trade within the scope of this Agreement.



APPENDIX 3 – Pre-Agreement RDO Arrangement

A.3.1 Until such time that the 9 Day Fortnight will be implemented (as outlined in clause 9.7), Team Members will continue to work to their pre-agreement arrangement. The Pre-Agreement Arrangement is set out below:

A.3.2 Rostered Days Off

A.3.2.1 Team members have the option to request to work a Rostered Days Off (RDOs) work pattern. RDO's will be taken as rostered by Woolworths (rosters will be provided as far in advance as practicable) or as otherwise agreed with a Team Member. Where a Team member works a RDO work pattern, they will need to work 8 Ordinary hours each day, with 24 minutes per day accruing each day towards the RDO (1 RDO in a 20 day month work cycle).

A.3.2.2 Outstanding RDO and banked hours will be paid out to Team Members, prior to the next pay increase. Banked hours include TOIL, PH days in lieu and any other banked Ordinary hours. Superannuation contributions will apply to all RDO and/or Banked hours, which are Ordinary hours.

A.3.4 Traveling time

Team Members will be paid 20 minutes travel time (at ordinary time rates) for each day worked, to compensate them for traveling to and from job sites in their own time.

The additional 20 minute travel time payment (at Ordinary time rates) will not apply where a Team Member chooses to work an RDO work pattern and work a 7.6 hour Ordinary hour day. Where a Team Member chooses to forgo the additional 20 minutes per day travel time payment, then the Team Member will work 19 days of 7.6 hours and the RDO will be accrued on the 20th day of the cycle, to be taken as rostered or by mutual agreement.