



# Melbourne South Regional Distribution Centre Enterprise Agreement 2024



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## 1. WHAT IS THIS DOCUMENT?

- a. This document is the Melbourne South Regional Distribution Centre Enterprise Agreement 2024. It provides your pay, entitlements, hours of work, work roster arrangements and lets you know how your hours or roster can be changed and where you can find the other basic conditions that will apply to your employment during your time at the Melbourne South Regional Distribution Centre (“MSRDC” for short).
- b. By joining Primary Connect you will receive many Woolworths Group benefits. This Agreement and our policies cover those benefits and arrangements. Policies are subject to change and are not incorporated into this Agreement.

### 1.1. Who is covered by this Agreement?

- a. This Agreement applies to you if:
  - i. You are employed by Woolworths Group Ltd (“Primary Connect” in this document), and
  - ii. You work as a team member at MSRDC at 2 Portlink Drive Dandenong South VIC 3175; and
  - iii. You are primarily engaged to perform distribution and warehouse functions including, but not limited to unloading, checking, replenishment, defoiling, depalletising, order selection, salvage and loading.
- b. Where Primary Connect requires work to be performed by workers who are not directly employed by us (i.e. Agency Labour performing distribution and warehouse functions), who would otherwise be covered by this Agreement if they were employed by Primary Connect, Primary Connect will only accept such workers if they receive the same pay and conditions provided for by this Agreement.

### 1.2. When does this Agreement operate?

- a. This Agreement will commence seven (7) days after it is approved by the FWC. It has a nominal expiry date 31 August 2027.

### 1.3. Dictionary of defined terms

Term	Meaning
<b>Afternoon Shift</b>	A shift that ceases after 7pm or at or before midnight.
<b>Agreement</b>	<i>Melbourne South Regional Distribution Centre Enterprise Agreement 2024</i>
<b>Agency Labour</b>	Agency Labour are workers provided by a third party, are not Primary Connect employees, and who undertake distribution and warehousing functions at the MSRDC. Agency Labour shall receive the same rates of pay, overtime, allowances, premiums, rostering arrangements and other terms, conditions and rights as specified in this Agreement. However, Agency Labour do not have any entitlements to Woolworths Company Policies of benefits.
<b>Award</b>	Storage Services & Wholesale Modern Award 2020
<b>Base Rate of Pay</b>	The base hourly rate of pay according to your employment classification (Entry Level or Skilled Level) as set out in Appendix A. The Base Rate of Pay does not include any loadings (including casual loading or Penalty Rates) or allowances. The Base Rate of Pay is also referred to as the 100% rate.

<b>Casual Ordinary Hours</b>	A casual team member's Ordinary hours is defined as those hours worked (up to a maximum of 38 Ordinary hours in a week), excluding overtime hours or hours worked on a public holiday.
<b>Cessation of work</b>	The rostered finish time at your designated work area.
<b>Commencement of work</b>	The rostered start time at your designated work area.
<b>Continuous Service</b>	<p>Service with Woolworths shall be deemed to be continuous notwithstanding:</p> <ol style="list-style-type: none"> <li>Any paid annual leave, Personal leave, Long Service Leave approved and taken by you.</li> <li>Any absence on any account not involving termination of employment.</li> <li>Authorised unpaid leave.</li> </ol> <p>Continuity of service will apply to accrual of entitlements and length of service with us. However, any period of unpaid leave will not count towards the accrual of annual leave or personal leave.</p> <p>Unauthorised unpaid leave will not count towards continuity of service.</p>
<b>Day</b>	A day is defined as midnight to midnight
<b>Day Shift</b>	A shift that commences at or after 6am and ceases at or before 7pm
<b>Fair Work Act (FWA)</b>	Fair Work Act 2009 (Cth), as amended. This is the primary legislation that governs employees at work in Australia. It provides a safety net of minimum entitlements, provides for fairness at work and prohibits discrimination against employees.
<b>FWC</b>	Fair Work Commission. The Fair Work Commission is Australia's national workplace relations tribunal. Its role is to assist employees and employers to maintain fair and productive workplaces and resolve disputes.
<b>Immediate Family</b>	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.
<b>MSRDC</b>	Melbourne South Regional Distribution Centre
<b>Night Shift</b>	A shift ceasing after Midnight and or at before 7am
<b>Ordinary Hours</b>	The non-overtime hours team members may work, rostered according to the team member's employment arrangement. Ordinary hours include additional hours worked by part-time team members.
<b>NES</b>	National Employment Standards. The National Employment Standards are the 11 minimum employment entitlements that apply to all employees under the Fair Work Act.
<b>NRWD</b>	Non Rostered Working Day is a day a team member is not normally rostered to work Ordinary Hours.

<b>Permanent team member</b>	A team member who is engaged on a part-time or full-time basis.
<b>Penalty Rate</b>	<p>The hourly amount, worked out using a percentage, a team member is paid in addition to their Base Rate of Pay, according to the day and time they have worked. The Penalty Rate is paid in addition to the Base Rate of Pay but does not compound.</p> <p><i>Example 1: I am working at a time that attracts a 50% Penalty Rate, so I will be paid the Base Rate of Pay (\$10 per hour) + the Penalty Rate (50% of \$10 or \$5 per hour) = \$15 per hour total</i></p>
<b>Shift</b>	Your start/finish time and/or your Ordinary Hours days of work.
<b>Shift Workers (continuous)</b>	If you are a 24 hour, 7 day continuous rotating shift worker, who is regularly rostered to work (and actually work) across all 3 shifts, Sundays and Public holidays (as defined by the Act or Award), you will be entitled to an additional week's annual leave per year of service. This definition applies for the purposes of the NES.
<b>Superannuation legislation</b>	The Superannuation Guarantee (Administration) Act 1992 (Cth) and the Superannuation Guarantee Charge Act 1992 (Cth).
<b>Time of in lieu (TOIL)</b>	Where a team member chooses to take time off instead of being paid a penalty rate or overtime. TOIL accrues at the 100% rate.
<b>Uniform &amp; PPE</b>	Items of clothing and/or Personal Protective Equipment which is provided by and/or approved by Primary Connect.
<b>Union</b>	The United Workers Union (UWU) and the Shop, Distributive and Allied Employees' Association (SDA).
<b>WISP</b>	Workplace Issues Settlement Procedure set out in clause 6.1
<b>Primary Connect , Woolworths, we or us</b>	Woolworths Group Limited (ABN 88 000 014 676) of 1 Woolworths Way, Bella Vista, New South Wales 2153.
<b>You / Team Member</b>	An employee of the Primary Connect who is covered by this Agreement.

## **2. HOW ARE YOU PAID?**

### **2.1. What is my Base Rate of pay?**

- a. You can find your Base Rate of Pay at the back of this Agreement in Appendix A. The rates specified in these tables will be effective from the first full pay period on or after the date specified in the table.
- b. Your Base Rate of Pay will initially be the Entry Level rate of pay and then will progress to the Skilled Level rate of pay as outlined in Clause 4.1.
- c. The total amount you are paid will also depend on whether you are employed as a full-time, part-time or casual team member and when you are working

### **2.2. What Penalty Rates am I entitled to?**

- a. You may be entitled to penalty rates depending on the time of the day or the day of the week you work. This clause explains when you are eligible for penalty rates.

#### **2.2.1. Day Shift**

- a. A team member engaged to work on Day Shift will receive the Base Rate of Pay for the hours they work Monday to Friday, and if they work on a weekend, will receive the appropriate penalty rates as set out in 2.2.5 and 2.2.9.

#### **2.2.2. Afternoon Shift Monday to Friday**

- a. A team member engaged to work on Afternoon Shift Monday to Friday will receive a shift penalty of 15% in addition to the Base Rate of Pay.

#### **2.2.3. Night Shift Monday to Friday**

- a. A team member engaged to work on Night shift Monday to Friday will receive a shift penalty of 25% in addition to the Base Rate of Pay.

#### **2.2.4. Saturday Ordinary Hours**

- a. Team members can be engaged to work Ordinary Hours on a Saturday.

#### **2.2.5. Saturday Day Shift**

- a. A team member engaged to work Day Shift on a Saturday will receive a penalty of 50% in addition to the Base Rate of Pay.

#### **2.2.6. Saturday Afternoon Shift**

- a. A team member engaged to work on Afternoon Shift on Saturday will receive a shift penalty of 52.5% in addition to the Base Rate of Pay.

#### **2.2.7. Saturday Night Shift**

- a. A team member engaged to work on Night Shift on Saturday will receive a shift penalty of 55% in addition to the base rate of pay.

#### **2.2.8. Sunday Ordinary Hours**

- a. Team members can be engaged to work Ordinary Hours on a Sunday.

#### **2.2.9. Sunday Day Shift**

- a. Team members engaged to work day shift on a Sunday will receive a penalty rate of 90% in addition to the Base Rate of Pay.

#### **2.2.10. Sunday Afternoon Shift**

- a. Team members engaged to work Afternoon Shift on a Sunday will receive a shift penalty rate of 92.5% in addition to the Base Rate of Pay.

### **2.2.11. Sunday Night Shift**

- a. Team members engaged to Work Nightshift on a Sunday will receive a shift penalty rate of 95% in addition to the Base Rate of Pay.

## **2.3. What allowances and loadings will I be paid?**

### **2.3.1. Travel Allowance**

- a. When you are required to work at a location away from MSRDC you will be eligible to be paid for the extra time spent travelling from your home to new work location to home journey, in excess of your normal home to work location to home journey.
- b. If eligible, you will be paid your Base Rate of Pay and any fares in excess of the fares normally incurred when travelling from your home to MSRDC and back. Travelling time does not count as time worked for the purposes of calculating Overtime.

### **2.3.2. Forklift Allowance**

- a. When you are nominated by an Area Specialist or the leadership team, to operate a forklift, you will receive a Forklift allowance of \$0.40 cents per hour for every hour worked for operating a forklift. Thereafter, in year 2 and year 3 the forklift allowance will increase in line with each percentage wage rise on the same date as detailed in Appendix C.

### **2.3.3. Area Specialist and Flow Analyst Relief Allowance**

- a. When you are nominated by an Operations Manager or Flow Shift Lead to complete an Area Specialist relief or Flow Analyst relief you will be entitled to \$6.79 per hour or part thereof spent performing the duties as outlined in Clause 2.3.3b. Thereafter, in year 2 and year 3, the area specialist and flow relief analyst allowance allowance will increase in line with each percentage wage rise on the same date as detailed in Appendix C.
- b. The tasks of an Area Specialist relief include but are not limited Area roster coverage, break organisation, team member rotations and team member conversations. The tasks for a Flow specialist include the Control Room Pilot & Co-Pilot roles only. The Relief Allowance is only applicable when team members provide short term support for some of the normal duties of an Area Specialist or Flow Analyst for short periods, for example 1 day and not more than 5 days in a row. For the avoidance of doubt, the full role of an Area Specialist and Flow Analyst includes performance management and people leadership tasks and are not covered by this Agreement. Team members completing the Area Specialist and Flow Analyst relief will not be required to complete performance management or people leadership tasks.

### **2.3.4. Skilled Administration Allowance**

- a. When you are nominated by the Operations Manager to complete duties that include: inbound tech, inbound checker, dispatch admin, manual pick admin, inbound hub admin, manual pick inventory. If you are nominated to perform such duties you will be entitled to an allowance of \$0.50 per hour or part thereof. The Skilled Team Member Allowance will increase in line with each percentage wage increase detailed in Appendix C.

### **2.3.5. Workplace Coach Allowance**

- a. Where a team member is requested by the Company to train another team member in relation to any skills within a particular classification, and so agrees, they will be entitled to receive an allowance of \$1.00 for each hour or part thereof spent performing the training. The Workplace Coach Allowance will increase in line with each percentage wage increase detailed in Appendix C.

### **2.3.6. Forklift reimbursement**

- a. Where you are required to hold a forklift licence to perform your role, you will be reimbursed for the costs of renewing the required licence upon providing proof of payment (for example tax invoice).

- b. The reimbursement does not extend to cover the cost associated with the reissue of a lost or stolen licence or similar.
- c. At Primary Connect's discretion, training for obtaining a forklift licence will be provided to team members that are requested by Primary Connect to hold a forklift licence. Training will be provided as required.

#### **2.3.7. Safety shoe reimbursement**

- a. If you provide proof of purchase, you will be entitled to reimbursement of a maximum amount of \$150 on 1 occasion per calendar year for the purchase of 1 pair of safety shoes within the same year. The safety shoes are to be used for work purposes only, be a style approved by Primary Connect and comply with the relevant Australian Standards.

#### **2.3.8. Other allowances and loadings:**

- a. Unless specified elsewhere in this Agreement, all other allowances and loadings that may be payable (for example those listed in the relevant Award) have been factored into and are included in your Base Rate of Pay. Casual loading still applies, and is referred to in clause 3.1.4.

#### **2.3.9. Higher Duties Allowance:**

- a. When Team Members are requested to perform duties as described in the allowances set out above in clauses 2.3.2, 2.3.3, 2.3.4 and 2.3.5 the team member will be paid as follows:
  - i. 1 hour to 4 hours: paid for the time worked, with a minimum 1 hour payment.
  - ii. Over 4 hours: paid for the full shift.

## **2.4. When do I get paid?**

### **2.4.1. Your pay**

- a. You will be paid on a weekly basis, starting on Monday and finishing on Sunday. Your Base Rate of Pay and any penalty rates, overtime or allowances will be paid, less applicable tax, by direct deposit into your nominated bank account by the following Thursday of each week.

### **2.4.2. How will Primary Connect know what hours I have worked?**

- a. Our payroll system uses an electronic timekeeping system to track the time you work so it is important you scan on and off correctly.
- b. To make sure you are paid your full work roster each time you work you need to be at your designated or rostered work area by your rostered commencement time and not leave before your rostered cessation time. Being ready for work also includes wearing approved clothing and/or Personal Protective Equipment (PPE) when you arrive at work.

## **2.5. What are my superannuation benefits?**

### **2.5.1. How much does Primary Connect contribute to my superannuation fund?**

- a. Primary Connect will make monthly superannuation contributions on your behalf in line with Superannuation Legislation.

### **2.5.2. Can I choose my own superannuation fund?**

- a. You may nominate your preferred fund by giving Primary Connect notice in writing, and we will make superannuation contributions into the fund you choose, so long as the fund complies with the Superannuation legislation.
- b. New team members will have contributions made to their individual "stapled" fund (in line with the "Your Future, Your Super" regulations).
- c. Where the team member does not have a "stapled" fund and does not exercise choice of fund, contributions will be made to the default fund which is currently Australian Super.
- d. You can change your nominated superannuation fund at any time by giving us notice in writing.



**2.5.3. Can I make my own contributions to superannuation?**

- a. Yes. If you want, you can make voluntary superannuation contributions in accordance with the law and Primary Connect' procedures through our online payroll system. If you choose to do so, some of your regular pay will be contributed into your superannuation fund instead of being paid to you that week.
- b. These additional voluntary contributions can be made pre or post tax.
- c. Any additional contribution must be in satisfaction of Primary Connect' obligation to pay the wages set out in this Agreement. Accordingly, no breach of this Agreement will occur if the actual wages paid to the team member fall below the rates set by this Agreement solely because of Primary Connect paying additional superannuation contributions on a pre-tax basis under this sub-clause.
- d. Any additional contribution will not reduce the value of contributions Primary Connect is required to make under the relevant superannuation legislation.

## 3. HOW AND WHEN YOU WORK

### 3.1. What are the different employment arrangements?

- a. You will be employed by Primary Connect on a full-time, part-time or casual basis. When you start at MSRDC we will let you know what your employment arrangement is. This clause sets out some details about the hours of work for each type of employment. The maximum number of Ordinary Hours you may work as a team member (whether full-time, part-time or casual) is 38 hours per week. Ordinary Hours may be rostered at any time during the week or on the weekend subject to the following:
  - i. You will be rostered for no less than 4 Ordinary Hours and no more than 10 Ordinary Hours per shift;
  - ii. You may be rostered for up to 5 shifts in any week;
  - iii. You will have at least two consecutive days off in any one week, unless you have agreed in writing otherwise;
  - iv. Where possible, we will set your roster to include regular shift patterns, and to take into account family and caring responsibilities; and
  - v. Any Ordinary Hours roster must include a minimum 10 hour break between two shifts.
- b. Further detail is provided below (including detail about loadings that may apply).

#### 3.1.1. Full-time:

- a. A full-time team member is engaged on a full-time basis and will be rostered for an average of 38 Ordinary Hours each week.

#### 3.1.2. Part-time:

- a. A part-time team member is engaged on a part-time basis for a minimum of at least 15 Ordinary Hours each week or less by mutual agreement (but not less than 12 Ordinary Hours each week), or up to a maximum of 38 Ordinary Hours each week.

#### 3.1.3. Part-time additional hours:

- a. There may be weeks where you could be available, and want to work additional Ordinary Hours. As a part-time team member you may work up to 38 Ordinary Hours in a particular week by mutual agreement. The additional Ordinary Hours you work will be paid at your Base Rate of Pay plus any Penalty Rates for those hours worked.
- b. To be considered for additional Ordinary Hours you should submit your request to Primary Connect by the Thursday of the week prior. Your line leader will then assess what additional Ordinary Hours are available in line with our work requirements and will notify you of what additional hours (if any) you have been rostered for by the following day (Friday). Once additional Ordinary Hours have been offered and agreed, they can only be cancelled by Primary Connect if we give you 24 hours' notice. Where possible and in line with business requirements, any additional Ordinary Hours to part-time team members will be offered before rostering additional casual hours.
- c. When a part-time team member works additional ordinary hours, those hours attract superannuation contributions and accrue pro rata personal leave and annual leave.
- d. In the event that a part-time team member cannot work any Additional Hours agreed in advance (i.e. excluding Additional Hours agreed on the same day) due to illness or injury, the team member is entitled to access personal leave equal to the agreed Additional Hours in accordance with the personal/Carer's leave clause. The team member is required to comply with the notice and evidence requirements as set out in the Personal/Carer's leave clause.
- e. **Standing Consent:** To avoid having to submit a request for additional hours each week, a part-time team member can choose to provide standing consent and their personal availability (in writing) to volunteer to work additional hours. 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 Primary Connect and provided to the team member on request. 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.

#### 3.1.4. Casual:

- a. A casual team member is a team member who is engaged on a casual basis and has no firm advance commitment from Woolworths to continuing and indefinite work. Casual team members are not guaranteed minimum Ordinary Hours in any week, are engaged and paid by the hour, and will receive a casual loading of 25%.
- b. When a casual team member works overtime or works on a public holiday, the overtime rates and public holiday rates in Appendix B will apply, and these rates are inclusive of the 25% casual loading. As such, casuals working on public holidays will be paid at 250% of the Base Rate of Pay.
- c. Hours worked on a public holiday or as overtime are not Ordinary Hours. All other premiums apply on an “additional” basis (not compounded).
- d. The right of casual team members to be offered and request casual employment to permanent (full-time or part-time) employment is provided for in the Fair Work Act 2009.

#### Example

*Example 1: You work 4 x 6 hour rosters during a week with no overtime or public holiday hours. You have worked 24 Ordinary Hours.*

*Example 2: You work 4 x 6 hour rosters during the week plus 1 x 8 hour roster on a public holiday. You have still worked 24 Ordinary Hours. The additional 8 hours are not Ordinary Hours but rather hours worked on a public holiday at the public holiday rate (which is inclusive of the 25% casual loading).*

#### Example

*Example 1: Your pay on an Ordinary Hours roster is  $\$10 + 25\%$  per hour =  $\$12.50$  per hour total.*

*Example 2: Your pay on a Public Holiday roster is  $\$10 + 150\%$  per hour =  $\$25$  per hour total.*

*Example 2: You work 4 x 6 hour rosters during the week plus 1 x 8 hour roster on a public holiday. You have still worked 24 Ordinary Hours. The additional 8 hours are not Ordinary Hours but rather hours worked on a public holiday at the public holiday rate (which is inclusive of the 25% casual loading).*

- e. There may be times when we need to change the start time or even cancel your shift for the day. If so, we will let you know as soon as possible and at least 2 hours before your rostered start time. This could occur by phone, text message or another method of direct communication.

#### 3.1.5. Labor Ratio

- a. We value our team members and want to ensure we are providing permanent employment where possible. From commencement of the Agreement, Primary Connect will ensure that 75% of all ordinary hours worked each calendar month are worked by full-time or part-time team members and no more than 25% of ordinary hours are worked by casual team members (directly employed by Primary Connect or Labour Hire agency).
- b. The above ratio will not apply during the month of December or in the 4 weeks’ leading up to Good Friday each year or in other exceptional circumstances, for example pandemics or natural disasters.

- c. Primary Connect commits to discussing the labour mix at the site with the team regularly in JCC meetings.
- d. Where Primary Connect is unable to achieve this mix of labour hours in any two consecutive months, Primary Connect will take appropriate measures to ensure the above ratio is met in the following month.
- e. Where Permanent Primary Connect team member roles at MSRDC become available, the Primary Connect will ordinarily seek expressions of interest from labour hire agency employees performing work at MSRDC before seeking to fill roles externally.
- f. MSRDC will advertise available roles by placing posters around the site in prominent locations, for example near the clocking machines.
- g. Expression of Interest applications will be assessed on factors including: tenure, attendance and performance.

#### **3.1.6. Casual Conversion**

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

#### **3.1.7. Part-time Conversion**

- a. Part-time team members who have worked an average of 36 Ordinary Hours per week over the prior 12 months will be offered full-time employment (but will not be obliged to convert to full-time if they do not wish to do so). If a part time team member wishes to convert, they will notify Primary Connect.
- b. A part time team member can elect to increase their contract hours by the average number of additional hours worked in the period between January to September by mutual agreement (company can only deny the request on reasonable business grounds). If a part time team member wishes to convert, they will notify Primary Connect.

### **3.2. What is my Ordinary Hours roster?**

- a. These are the ordinary days and times you are required to work and which make up your full-time hours or base part-time contract hours. Your roster may be the same from week to week or it may cycle over different days and/or times over a two, three or four week period. Your Ordinary Hours of work may be rostered at any time across the 7 days of the week. Your Ordinary Hours roster will be set up and communicated to you by your line leader when you start with us.

#### **3.2.1. Keeping you up-to-date:**

- a. To make sure that we can keep in contact with you for any roster updates, roster changes, general updates or arranging any additional Ordinary Hours (for part-time team members) it is important that you keep us up-to-date with your contact details (including a mobile phone and email address). This will help to ensure you receive any communications as quickly as possible and have the opportunity to work additional hours, when they are available.

### **3.3. How is my roster set up or changed?**

- a. MSRDC operates on a 24/7 basis. Therefore, your Ordinary Hours of work may be rostered at any time across the 7 days of the week, Monday to Sunday. Your Ordinary Hours roster will be provided to you in writing or be available to you electronically (for example, online, text message or through an app). Your roster will include:
  - i. The total number of Ordinary Hours you will work in each week in the roster cycle;
  - ii. The days of the week you will work those hours; and
  - iii. The start and finishing time for each of those days.
- b. Your work roster may be changed at any time by mutual agreement or, if you are a Permanent team member, by us if we provide you with at least 7 days notice. We will try to limit the number of times we need to change your work roster. However, sometimes

changes will need to be made. If this happens, we will consult with you before we make a decision. This will include:

- i. notifying you of the proposed change;
- ii. discussing the change with you;
- iii. giving you relevant information about the change in writing;
- iv. inviting you to give your views about the impact of the change, including on any family and/or caring responsibilities you have; and
- v. considering any views you give about the impact of the change.

c. You can appoint a representative for the purpose of this consultation if you would like.

### 3.3.1. Roster changes due to emergency or unforeseen circumstances:

a. There may be times when, due to emergency circumstances, Primary Connect may need to change your roster at short notice. These instances may include examples such as power failures, significant equipment malfunctions, fires or flooding. If these circumstances arise, we may need to notify you of a change in your roster. We will provide you with at least 2 hours notice. Once the emergency circumstance is resolved, Primary Connect will work with full-time and part-time team members to provide an opportunity to 'make up' any Ordinary Hours they may not have been able to work due to the emergency. Primary Connect will endeavour to allow these team members to 'make up' these Ordinary Hours over the next 4 weeks, by agreement with the team member.

### 3.3.2. Stand Down team members

a. We may stand down without pay any team member during any period when they cannot be usefully employed because of any industrial action, breakdown in machinery and/or systems or any stoppage of work for which we cannot reasonably be held responsible.

## 3.4. What happens if I work overtime hours?

- a. Working the following hours is considered "overtime" for the purpose of this Agreement. If you work these hours, you will be paid overtime rates instead of your Base Rate of Pay.
  - i. Working more than 38 Ordinary Hours in a week (including any additional Ordinary Hours for a part-time team member); or
  - ii. Working in excess of 10 Ordinary Hours per shift; or
  - iii. Working more than 5 days in a week (From Monday to Sunday); or
  - iv. Where a part-time team member works extra hours without agreement under clause 3.1.3 for additional ordinary hours.
- b. If you work so much overtime that there are fewer than 10 hours between finishing the overtime on one day and starting your ordinary roster shift, you will not need to attend work until you have had a 10 hour break. You will still receive your ordinary hours Base Rate of Pay and any applicable penalties for the time you would normally be rostered.
- c. If you do not receive the 10 hour break, you will be paid overtime at 200% of the Base Rate of Pay for the shift until you receive a 10 hour break.

### 3.4.1. What will I get paid when I work overtime hours?

	Full time and Part Time Team Members	Casual Team Members <i>(Casual rates include any applicable 25% Casual Loading)</i>
Overtime Rate	First 2 hours: Base Rate of Pay +50% After first 2 hours: Base Rate of Pay +100%	First 2 hours: Base Rate of Pay +50% After first 2 hours: Base Rate of Pay +100%
Sunday Overtime	Base Rate of Pay +100%	Base Rate of Pay + 100%

**Example**

*Example 1: I work 3 hours overtime on a Tuesday. I get paid this as overtime at 2 hours at 150% and 1 hour at 200%.  
If my Base Rate of pay for those hours is \$10 per hour this means I get paid 2 hours x \$15 and 1 hour x \$20.*

- a. Overtime rates are paid instead of any additional Penalty Rates or casual loading. Overtime hours are not taken into account when accruing leave entitlements, and superannuation contributions are not payable on overtime.
- b. All overtime worked on a Public Holiday will be paid at 250% of the Base Rate of Pay.

**3.4.2. What breaks do I get if I am working overtime hours?**

- a. For every 3 consecutive hours of overtime you work, you will be able to take a 15 minute paid rest break

**3.4.3. Can I get time off instead of being paid overtime?**

- a. If you work overtime and you want to take Time Off In Lieu (TOIL) later instead of being paid at the overtime rate, you need to tell us on the day you work overtime.
  - i. For the hours worked, you will be paid the difference between the overtime rate and your Base Rate of Pay;
  - ii. Your TOIL will be paid at your Base Rate of Pay;
  - iii. Any request for TOIL must be approved by your leader before taking the time off.
- b. We want you to take your TOIL within a reasonable timeframe. If you have accrued TOIL but have not used it, we may decide to pay you those hours at a later time and no later than the week prior to any future wage increase.

**Example**

*Example 1: I work 3 hours overtime on a day. Normally this would be paid as overtime at 2 hours at 150% and 1 hour at 200%. However I choose to take TOIL. Therefore I will be paid 2 hours at 50%, 1 hour at 100% on that day, and 'accrue' 3 hours off at my Base Rate of Pay as TOIL (to be taken a mutually agreed time)  
If my Base Rate of Pay is \$10 per hour this means I get paid out 2 hours x \$5 and 1 hour x \$10. When I take my TOIL it is paid at 3 x \$10 per hour.*

**3.5. Will I need to work on a public holiday?**

- a. To meet our customer and retail partner needs, full-time, part-time and casual team members may be requested to work on public holidays. We generally will not require you to work on a public holiday if you do not want to, but we will seek volunteers to work. We will pay you 250% of your Base Rate of Pay for any hours you work on a public holiday.

**Example**

*Example: If I normally get \$10 per hour, if I work the same hours on a public holiday I will be paid \$25 per hour.*

- b. In preparing for a public holiday, we will first ask for interested team members to volunteer to work that day in line with our needs. Where there are insufficient volunteers we may request you to work (by rostering you) in accordance with the NES. Team members may refuse the request if the request is not reasonable or the refusal is reasonable as per section 114 of the Fair Work Act. Where possible, when rostering you to work on a public holiday, we will consider your needs, circumstances and preferences and the number of public holidays you have been required to work in the last 12 months. We will also give you

at least 7 days notice. For shifts that commence or finish on Christmas Day or Good Friday we will only call for volunteer team members.

### 3.5.1. What days do I get off for public holidays?

- a. Public holidays are provided for in the NES. If a public holiday falls on a day that is usually a Non Rostered Working Day (NRWD) for you, you will not need to work and not get any additional benefit. We will not change your Ordinary Hours roster to avoid providing you with a paid day off on a public holiday.

### 3.5.2. What if I don't need to work on a public holiday?

- a. If you are a full-time or part-time team member and a public holiday falls on one of your ordinary rostered days (and you are not required to work) you will be entitled to your Base Rate of Pay for the Ordinary Hours normally rostered to work on that day.

### 3.5.3. What will I get paid if I'm a casual working on a public holiday?

- a. Casual team members who work on a public holiday will be paid in line with clause 3.5, at 250% of the Base Rate of Pay for all hours worked during the public holiday. Casuals are not entitled to casual loading when working overtime on a public holiday.
- b. If you're a casual rostered and you do work across 2 days, and one of those is a public holiday that falls across 2 days then the rules in clause 3.5.4 will apply.

#### Example

*Example: When I work on a public holiday I am paid \$10 per hour plus \$15 per hour for each hour worked (so \$25 per hour in total, inclusive of casual loading).*

### 3.5.4. What happens when my rostered shift falls across two days and one of those days is a public holiday?

- a. Full-time and part-time team members can only have the benefit of a public holiday once. Your public holiday shift is classed as the shift on which the majority of your Ordinary Hours are worked.
- b. Alternately, if there's an equal number of hours on each roster that fall on the public holiday, the first shift will be treated as a public holiday.

#### Example

*Example: Monday is a public holiday. My Ordinary Hours roster starts at 9pm on a Sunday night and finishes at 4:30am on Monday morning. I also have an Ordinary Hours start at 7:30pm later on Monday night that finishes at 3am on Tuesday morning. Both rosters included 4.5 hours on the Monday. For me the public holiday will be the roster that starts on Sunday night, because it is the first roster that falls on the public holiday.*

#### Example

*Example: Monday is a public holiday. If I work an Ordinary hours roster on a Monday night starting at 8pm and finishing at 4am Tuesday morning, for me the public holiday will be the Monday night (as Monday is the actual public holiday).  
e.g.: If you work an Ordinary shift Wednesday to Sunday and a public holiday falls on a Tuesday, there won't be any additional day off, as you normally don't work on a Tuesday.*

**Example**

*Example: You are normally rostered to work Sunday to Thursday 10pm to 6am each week. For the Queen's Birthday public holiday on a Monday, you will be paid Public Holiday rates for the shift commencing the Sunday night and finishing on Monday morning, because the majority of hours are on the public holiday. However the shift commencing on Monday night and finishing on Tuesday morning will not attract public holiday entitlements for the King's Birthday.*

### 3.6. What happens when my rostered shift falls over daylight savings time?

- a. Despite the overtime provisions of this Agreement, if a team member works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that team member will be paid for the actual hours worked at the applicable ordinary time rate of pay (including any applicable shift allowances, allowances ordinarily payable in respect of the shift and special rates for Saturdays and Sundays).

**Example**

*Example: A team member is rostered to work an eight hour night shift from 10:00 pm through to 6:00 am (including a 30 minute unpaid meal break). During the course of this shift, the clock is wound forward one hour due to the commencement of daylight saving. The team member therefore works 6.6 hours. The team member is paid 6.6 hours at the applicable ordinary time rate of pay (including any shift penalties, allowances that would be ordinarily payable. i.e. this would result in a full time team member working and being paid for 37 ordinary hours during the week daylight savings falls when the clock is wound forward.*

**Example**

*Example: A team member is rostered in a 8 hour night shift from 10:00 pm through to 6:00 am (including a 30 minute meal break). During the course of this shift, the clock is wound back one hour due to the cessation of daylight saving. The team member therefore works 8.6 hours. The team member is paid 8.6 hours at the ordinary time rate of pay (including any shift penalties, allowances and/or loadings ordinarily payable in respect of this shift. No overtime is paid for the additional hour worked. Ie this would result in a full time team member working and being paid for 39 ordinary hours during the week daylight savings falls when the clock is wound back.*

#### 3.6.1. Annual Leave accrual when working daylight savings shift

- a. For the purpose of calculating accrued days off, team members who work on a shift during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the actual hours worked as provided in the example above.

#### 3.6.2. Taking Annual Leave on a daylight saving shift

- a. For the purpose of taking annual leave team members who would have ordinarily be rostered during which time changes because of the introduction of, or cessation to, daylight saving, will be taken to have worked the standard hours for a night shift in accordance with the roster, i.e. 7.6 hours.

### 3.7. Time Off In Lieu for public holidays

- a. Permanent team members who work on a Public Holiday may request to be paid at 150% of the Base Hourly Rate of Pay for all hours worked and also receive equivalent time off in lieu (TOIL). For example, a team member who worked 8 hours on a public holiday under this arrangement would receive 8 hours' time in lieu.
- b. TOIL will be paid at the Base Hourly Rate of Pay.



- c. TOIL must be taken at a time mutually agreed by Primary Connect and the Team Member.
- d. TOIL must be taken within 3 months of it being accrued. Where TOIL is not taken within 3 months, it will be paid out.
- e. TOIL accrued within 3 months of the annual wage increase, if not taken prior, will be paid out in the pay run prior to the annual wage increase.
- f. Accrued TOIL, if not taken prior, will be paid out upon termination or resignation of a team member's employment.

## 4. THE DAY TO DAY

### 4.1. How do the employment classifications work?

- a. When you start work at MSRDC as a Primary Connect team member you will be paid at our Entry Level classification. You will progress to the Skilled classification if you have been trained and signed off as competent in any of the tasks in the Skilled classification or after 12 months, whichever is sooner.
- b. Both these employment classifications are designed to recognise your skill and learning development during your time here at MSRDC.

#### 4.1.1. What will I be doing when I start in the Entry Level classification?

- a. As an Entry Level team member, you will be required to undertake and develop proficiency in the following:
  - i. Primary Connect and MSRDC site induction;
  - ii. Site safety systems, processes, incident reporting and emergency procedures;
  - iii. Our MSRDC business objectives and their connection to our retail partners;
  - iv. Online and/or in classroom training including but not limited to Woolworths' Code of Conduct, Ways-of-Working, introduction to Primary Connect' policies, leave management, Success Factors, standard operating procedures & working instruction, working with site contractors, etc.;
  - v. Operation of a broad range of MSRDC tasks including salvage (unloading, loading and sorting), manual pick selection, Defoil, Depal and Goods to Person (GTP).
  - vi. Safe operation of Materials Handling Equipment (excluding Forklifts), maintenance of equipment, hand-held units including communication units, equipment reporting protocols, correct usage of hand-held tools and/or any other piece of equipment required to undertake tasks within the MSRDC;
  - vii. Training for tasks in the Skilled classification
  - viii. Other tasks and duties as required and trained to undertake.

#### 4.1.2. What will I be doing if I progress to the Skilled classification?

- a. As a Skilled Level team member, you will be required to undertake and develop proficiency in the tasks of an Entry Level team member plus:
  - i. Dispatch (including Cross Dock), Forklift Operation (including Inbound, Manual Pick and Salvage), Inbound checking, Administration tasks for inbound dispatch and manual pick and Inventory tasks.

#### 4.1.3. How will I learn and grow?

- a. As part of your skill refresher and/or development, you will be required to undertake additional training or instructional sessions which we may arrange or provide from time to time. Where possible, we will endeavour to arrange such sessions during or adjacent to an Ordinary Hours shift.
- b. When you undertake these training or instructional sessions not during or adjacent to an Ordinary Hours shift, you will be paid the Base Rate of Pay for such activity, with a minimum of 4 hours payment on Monday to Friday and 4 hours on Saturday or Sunday (this minimum of 4 hours includes any ordinary working hours starting or finishing within an hour before or after the training).
- c. If a permanent team member is required to work overtime hours (as outlined in 3.4) to complete the training, they will be paid overtime rates as outlined in 3.4.1.
- d. If the training or instructional session does not take the full 4 hours, we may require you to undertake normal duties for the remainder of that period.

#### 4.1.4 Job Rotation

- a. Primary connect is committed to job rotation to maintain flexibility, to reduce the repetitive nature of some jobs and to broaden team members' range of skills in line with operational requirements.

This provides the opportunity for all team members to develop, retain and apply their knowledge and skills in multiple areas of MSRDC. Job rotation will be continued at MSRDC in line with operational requirements and in a manner that will ensure safety, productivity and job enrichment.

- b. Team members may also identify their Area Specialist a desire to be trained in new work areas, for work experience and career development.
- c. Job rotation and the process for the expression of interest in learning new work areas, will be reviewed and discussed in JCCs.

#### 4.2. When can I take a break?

- a. Rest and meal breaks are to be taken as follows;
  - i. You should not work more than 4 consecutive hours without taking a rest or meal break;
  - ii. You should not take a break within 1 hour of starting work;
  - iii. You may take a break immediately before the end of your shift where agreed with your line leader (effectively so you may end your shift early at that time);
  - iv. Your break time will commence once you reach the designated break area.
  - v. Paid rest breaks count as hours worked, unpaid meal breaks do not count as hours worked.
- b. Rest and meal breaks table

Hours worked (per shift)	Paid rest break	Unpaid meal break
4 hours	1 x 10 minute paid rest break	No meal break
More than 4 hours but not more than 6 hours	1 x 15 minute paid rest break	No meal break
More than 6 hours but not more than 9 hours	1 x 15 minute paid rest break	30 minute unpaid meal break
More than 9 hours	2 x 15 minute paid rest break	30 minute unpaid meal break

## 5. TIME OFF WORK & LEAVE

### 5.1. What Annual Leave can I take?

- a. For each year of service, full-time team members are entitled to 4 weeks of paid annual leave. Part-time team members are entitled to annual leave on a pro-rata basis based on the number of Ordinary Hours worked, including additional Ordinary Hours. Casual team members are not entitled to paid annual leave.
- b. Annual leave accrues progressively during each year of service (in line with the continuity of service provisions outlined in the Dictionary) according to the number of Ordinary Hours you work, and accumulates from year to year. You will not accrue any annual leave while you are on unpaid leave, except as set out in legislation.
- c. If you are a 24 hour, 7 day continuous rotating shift worker, who is regularly rostered to work (and actually work) across all 3 shifts, Sundays and Public holidays (as defined by the Act or Award), you will be entitled to an additional week's annual leave per year of service. This definition applies for the purposes of the NES.

#### 5.1.1. How can I book annual leave?

- a. When you apply for annual leave you will need to give us as much notice as possible of your proposed leave dates. We will take into account a range of things when assessing your request, including your personal circumstances and our business and customer needs. Primary Connect will respond to a request for leave as soon as practicable and we will not unreasonably refuse to agree to a request.
- b. Due to operational requirements, during the 2 weeks before and 2 weeks after Christmas and the week Good Friday falls and the week Easter Monday falls, the ability to take annual leave will be limited based on the needs of the business. In exceptional circumstances Primary Connect will not unreasonably refuse annual leave during these periods.

#### 5.1.2. How much am I paid while I am on annual leave?

- a. When you take annual leave, you will be paid your Base Rate of Pay plus an annual leave loading of 17.5% or the Penalty Rates you would have been paid for your Ordinary Hours of work, whichever is greater.

#### 5.1.3. What if I have excess annual leave?

- a. If you have accrued more than 8 weeks of annual leave, Primary Connect may direct you to take up to 2 weeks of this accrued annual leave. If this happens, we will give you at least 4 weeks' notice.

#### 5.1.4. Can I cash out my accrued annual leave?

- a. If you are a Permanent team member, you may mutually agree with Primary Connect to cash out part of your accrued annual leave, in accordance with the Fair Work Act, provided that in each case:
  - i. Your remaining accrued entitlement is not less than 4 weeks;-
  - ii. Each cash out must be the subject of separate agreement in writing between you and Primary Connect, which must include:
    1. The amount of leave you are cashing out;
    2. The payment be made to you for the cashed out leave (which cannot be less than the amount that would have been paid to you if you had taken the leave); and
    3. The date on which the payment is to be made to you.
  - iii. You will be paid at the full amount that would have been payable to you had you taken the leave;

#### 5.1.5 Annual Leave at Half Pay

- a. Annual leave may be taken at half pay so as to extend a period of annual leave. Participation in any annual leave at half pay arrangement is voluntary

- b. **Eligibility:** Full-time and part-time team members are eligible to apply for annual leave at half pay if they have less than or equal to 8 weeks accrued in annual leave
- c. **Taking Annual leave at half pay:** Eligible team members can apply for a maximum of 4 weeks annual leave at half pay during a 12 month period. Annual leave at half pay can be taken at a time that is mutually agreed upon by Primary Connect and the team member.

## 5.2. What Personal/Carer's Leave can I take?

- a. For each year of service, full-time team members are entitled to 10 days (76 hours) of paid personal/carers leave (in accordance with the NES). Part-time team members are entitled to personal/carers leave on a pro-rata basis based on the number of Ordinary Hours worked, including additional hours.
- b. Casual team members are not entitled to paid personal leave.
- c. Paid personal/carers leave accrues progressively during a year of service (in line with the continuity of service provisions outlined in Dictionary) according to the number of Ordinary Hours you work and accumulates from year to year. You will not accrue any personal/carers leave while you are on unpaid leave, except as set out in legislation.
- d. Personal/carers leave can be taken if:
  - i. You are not fit for work because of a personal illness, or personal injury, affecting you; or
  - ii. You need to provide care or support to an Immediate Family member or a member of your household who requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.
- e. Personal leave accruals will not be deducted if a team member takes personal/carers leave on a public holiday, and they will instead be paid in accordance with clause 3.5 (Public Holidays).

### 5.2.1. What do I need to tell Primary Connect?

- a. We need to plan for your absence, so you must give your leader as much notice of your absence on personal/carers leave as possible (if practicable, at least 1 hour before your rostered start time or otherwise as soon as practicable after) and explain the likely duration and reason for your absence.
- b. If you have taken:
  - i. more than 6 single days of personal/carers leave in a 12 month period; or
  - ii. are absent on personal/carers leave for 2 or more consecutive days; or
  - iii. are absent on either side of a public holiday; or
  - iv. are absent for a single day on any weekend shift; or
  - v. part day absence if you work less than 4 hours in any shift.

you are required to provide evidence that would satisfy a reasonable person. For example, a medical certificate, Department of Health direction, or if it is not reasonably practicable, a statutory declaration.

### 5.2.2. What will I get paid if I take personal/carers leave?

- a. If you take paid personal/carers leave in accordance with this clause and the NES, you will be paid your Base Rate of Pay plus any applicable shift loadings and penalty rates that would have been paid had you worked during the period of leave.
- b. Casual team members are entitled to unpaid Personal & Carers leave in accordance with the NES.

### 5.2.3. Enduring Documentation

- a. If a Team Member's immediate family member or a member of the Team Member's household has a long-term disability or chronic illness, they can, by agreement with Primary Connect, provide evidence of the need to take their accrued personal leave entitlement to

provide care or support to the immediate family member or member of the household once every 2 months. This evidence will apply for any personal leave required for this caring responsibility for the next 2 month period.

- b. The documentation required would be relevant medical evidence that would satisfy a reasonable person of the disability or illness and the need for the Team Member to provide care or support on a regular basis.
- c. For the avoidance of doubt, this clause does not apply to unpaid carer's leave.

### **5.3. What Parental Leave can I take?**

- a. Team members are entitled to parental leave in accordance with the NES (currently, 12 months of unpaid parental leave and a right to request an extension of unpaid parental leave for a further period of up to 12 months). Further benefits may be available under Woolworths Group policies (however these may change from time to time and are not incorporated into this Agreement).

### **5.4. What Long Service Leave can I take?**

- a. Team members are entitled to Long Service Leave in accordance with relevant legislation.

### **5.5. What Compassionate Leave can I take?**

- a. In the unfortunate event you need it, you are entitled to 3 days compassionate leave for each occasion:
  - i. A member of your immediate family or a member of your household passes away; or
  - ii. A member of your immediate family or household develops a life-threatening illness or sustains a life threatening injury (to spend time with them); or
  - iii. In the event of you or your spouse has a miscarriage and or in the event of a stillbirth where the child would have been a member of your immediate family, or a member of the team member's household, if the child had been born alive.
- b. If the compassionate leave is required due to the illness, injury or death of your spouse or partner, parent or child you will be entitled to an additional 2 days of compassionate leave.
- c. If a close relative or member of your immediate household passes away, we may agree that you can take up to 2 additional days of compassionate leave.
- d. If a member of a Team Member's immediate family or household dies interstate, the Team Member is entitled to an additional 2 days of paid compassionate leave for travel (i.e. a total of 5 days of compassionate leave).
- e. If a member of a Team Member's immediate family or household dies overseas, the Team Member is entitled to an additional 5 days of paid compassionate leave for travel (i.e. a total of 8 days of compassionate leave).

#### **5.5.1. Taking compassionate leave**

- a. Compassionate leave can be taken as:
  - i. A single continuous period, or
  - ii. Two separate periods, or
  - iii. Any other periods mutually agreed to.
- b. If you need to take compassionate leave, you need to give us notice as soon as practicable (this may be after the leave has started). You should also let us know when you expect to return to work.
- c. We may request reasonable evidence about the reason for compassionate leave (e.g. a death or funeral notice or statutory declaration). If you do not provide notice or reasonable evidence, you will not be entitled to take compassionate leave.

### **5.5.2. Payment for compassionate leave**

- a. If you are a full-time or part-time team member and you take paid compassionate leave, you will be paid at the Base Rate of Pay plus any applicable Penalty Rates for the Ordinary Hours you would have worked during the leave.
- b. If you are a casual team member, compassionate leave is unpaid.

### **5.6. What Jury Duty Leave can I take?**

- a. If you are required to attend Jury Duty, you should let us know as soon as practicable. Team members are entitled to be absent from work, and to be paid, for jury service in accordance with the NES and relevant Victorian legislation and, where applicable, the Woolworths Jury Duty policy contained in the People Portal (which may be changed by us from time to time).
- b. For full time and part-time team members, this will be paid at the Base Rate of Pay. Where a team member receives an allowance from the court, team members are required to reimburse Primary Connect for any monies paid to them while on Jury Duty.
- c. For casual team members, this leave is unpaid.

### **5.7. What Emergency Service Leave can I take?**

- a. You may take Emergency Service Leave in accordance with the NES and where applicable, the Woolworths Emergency Service policy contained in the People Portal (which may be changed by us from time to time).
- b. If you need to take Emergency Service Leave you should let us know as soon as possible.

### **5.8. What Defence Forces Leave can I take?**

- a. If you are part of the Australian Defence Forces you may take up to 2 weeks' leave per year to attend Defence Forces approved training camps. Primary Connect will make up the difference between what the pay you receive from the Defence Force and your Base Rate of Pay for the Ordinary Hours you would have worked while you are attending the Defence Force training camp. To receive payment, you need to provide us proof of attendance, duration and any payment you received from the Defence Force for the time spent at the training camp. If you are looking at taking Defence Forces leave you need to provide at least 1 month's notice to us (this notice must include the start and finish date of the training camp).

### **5.9. What support is available for Family and Domestic violence?**

#### **5.9.1. Entitlement and Purpose of Family and Domestic Violence Leave**

- a. Primary Connect recognises that team members who experience family and domestic violence may need additional support to deal with the impact of the family and domestic violence, particularly to make arrangements for their safety and the safety of others, attend medical appointments, court appointments, access police services and related activities which are impractical for a team member to deal with outside of their ordinary hours of work.
- b. Family and Domestic Violence Leave is provided in line with the Woolworths Policy, including access to paid leave entitlements. In the event the Award or the NES contains a more generous paid leave entitlement than Company Policy, team members will receive such entitlement.
- c. Team members experiencing Family and Domestic Violence are entitled to the following:
  - i. Any Team Member (whether full-time, part-time or casual) that is experiencing family and domestic violence can take up to 10 days of paid Family Domestic Violence leave and 10 days of unpaid Family and Domestic Violence leave per year to deal with the impact of Family and Domestic Violence (where it is impractical to do so outside of their work hours).

- ii. Casual Team Members are entitled to paid Family and Domestic Violence leave when they are unable to attend a rostered shift due to the impact of family and domestic violence. If a casual Team Member is not rostered or has not otherwise accepted an offer of work, they will not be entitled to paid Family and Domestic Violence leave.
- iii. The full 10 day entitlement is available to all Team Members. The 10 day entitlement is available in full at the start of each 12 month period and does not accumulate from year to year. Access personal/carer's leave, annual leave or unpaid leave. This leave may be taken where you need to do something to deal with the impact of family or domestic violence that is impractical to do outside your ordinary hours of work (for example to seek medical or legal assistance, attend counselling or relocate).
- d. Domestic and family violence leave of 10 paid days per year is paid at your Base Rate of Pay (plus applicable penalties and loadings) for the hours normally rostered to work. Leave does not accumulate from year to year; and
- e. In order to support and provide a safe work environment to a team member experiencing family or domestic violence Primary Connect will consider any reasonable request for:
  - i. Changes to their spread of hours or pattern of hours and/or shifts;
  - ii. Job redesign or change of duties;
  - iii. Relocation to a suitable location within Woolworths Group;
  - iv. Any other appropriate measures including those available under existing provisions for family friendly and flexible working arrangements.

#### **5.9.2. Notification**

- a. Team members are required to notify their leader of such absence on the first day of absence if prior notice is not possible. Where not appropriate to notify their leader in a particular circumstance, a team member should instead notify the Team Experience Partner.

#### **5.9.3. Documentation**

- a. Primary Connect may request reasonable supporting documentation that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 5.9.1. This may include a letter from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer or a Lawyer, or any other reasonable form of evidence.

#### **5.9.4. Confidentiality**

- a. All personal information concerning matters of family or domestic violence will be kept confidential and as far as it is reasonably practicable to do so may only be divulged in exceptional circumstances and where it is imperative to maintain the safety of the team member and/or co-workers.

#### **5.9.5. Payment for other forms of leave taken under this clause**

- a. Where a team member accesses other forms of leave under sub clause 5.9.1(c) (iii), such leave will be paid in accordance with the type of leave being taken by the team member.

### **5.10. What happens if I'm injured at work?**

#### **5.10.1. What will I be paid if I am not able to work?**

- a. If you are injured at work, you may be eligible for workers' compensation payments under Victorian workers' compensation legislation. If you are injured at work and your workers' compensation claim is accepted, you will also be entitled to Accident Make-up Pay (MUP) in accordance with Clause 18 of the Award (or any replacement) for up to 26 weeks.
- b. MUP is defined as the difference between the weekly amount of compensation paid to you under the applicable workers' compensation legislation and the weekly wage payable under this Agreement for your normal rostered Ordinary hours (excluding overtime).



**5.10.2. When and how can I return to work after a work-related injury?**

- a. Once Primary Connect is satisfied that it is safe for you to return to work after a work related injury (generally once your doctor advises that you are fit to return to work), you can be rostered to work the Ordinary Hours that your (or, if appropriate, another) doctor certifies that you can.

**5.10.3. Where can I be rostered while I am returning to work?**

- a. To support your return to work, Primary Connect may direct you to work at the MSRDC, at a Supermarket or at a support office, depending on your capacity and Primary Connect' operational requirements. Primary Connect will provide you with additional training where required to support this.

## **6. OUR WORKPLACE DISPUTE SETTLEMENT PROCEDURE**

### **6.1. What if I have an issue with something in this Agreement or the NES?**

- a. If you ever have an issue about this Agreement or the NES we encourage you to raise the matter as soon as you can, so it can be resolved as quickly as possible. We have a Workplace Issues Settlement Procedure (WISP) to follow, which is set out below. The objective of the WISP is to resolve issues quickly, fairly and at a local level where possible and to encourage direct communication between you and your line leader.

#### **6.1.1. What should I do if an issue arises?**

- a. If a dispute arises, including about matters under this Agreement or in relation to the NES, the following process should take place:

**Step 1:** You should try to resolve the issue first through discussions with your line leader.

**Step 2:** If the matter is not resolved at Step 1, you or your line leader may raise the issue with the next level leader (ie; your leader's, leader) the next level of management which may be the Operations Manager (Level 2) or equivalent. At Step 2 you may wish to have a support person or a site Delegate attend with you. The Operations Manager (Level 2) or equivalent shall investigate and respond to the dispute within fourteen (14) days.

**Step 3:** If the matter is still not resolved at Step 2, then the issue should be discussed with the Site Manager or equivalent or as nominated by the Site Manager. The Site Manager may involve the relevant Team Experience Partner in discussions at this step. At Step 3 you may wish to have a support person with you or site Delegate or Union representative with you. The Site Manager or equivalent or as nominated by the Site Manager, shall investigate and respond to the dispute within fourteen (14) days, however may communicate a revised, but reasonable, timeframe to the Team Member prior to the conclusion of the 21 day timeframe.

**Step 4:** If the matter is not resolved at Step 3, then either party may refer the issue to the Fair Work Commission (FWC) for conciliation.

**Step 5:** If the issue is still not resolved at Step 4, either party may ask the FWC to resolve the dispute by arbitration. If the FWC arbitrates the dispute, any decision made by the FWC will be binding on both parties unless overturned on appeal.

#### **6.1.2. Can I have someone with me during any discussion?**

- a. At any time during the WISP process, you can appoint a representative or have a support person with you. If you are a union member your representative can be either a support person or may be a Union delegate or Union representative.

#### **6.1.3. What happens while my issue is being discussed and resolved?**

- a. While the WISP is progressing, you must continue to work in accordance with this Agreement to ensure our service to stores and customers is not affected (unless there's an imminent risk to your health or safety). It is important you continue to follow any directions given to you by your leaders (including to perform other available work, within MSRDC or another workplace), in line with the terms of this Agreement and your skills and capabilities, while your issue is being addressed.

#### **6.1.4. What happens while my issue is being discussed and resolved?**

- a. While the WISP is progressing, you must continue to work in accordance with this Agreement to ensure our service to stores and customers is not affected (unless there's an imminent risk to your health or safety). It is important you continue to follow any directions given to you by your leaders (including to perform other available work, within MSRDC or another workplace), in line with the terms of this Agreement and your skills and capabilities, while your issue is being addressed.

## **6.2. We need to talk about performance**

- a. We value and appreciate open communication. At times we may need to discuss performance related issues. These performance issues may include quality and/or quantity of work, absenteeism and/or tardiness, team cooperation and/or general behaviour.
- b. We care for our team so these discussions will normally start with an informal conversation with you. The intent of these conversations is to check in with you and your wellbeing. The aim of these conversations is to encourage open communication where both parties can provide feedback and discuss issues before a formal process may need to occur.
- c. When a formal discussion is required, the following process will apply (unless not appropriate in the circumstances).
  - i. You will be given advance notice of the discussion;
  - ii. You will be advised of the performance issue involved (including any relevant factual information);
  - iii. You will be asked to explain the circumstances or otherwise respond; and
  - iv. Where necessary we will set out a reasonable performance improvement plan and timeline will be put in place (which may also include any assistance Primary Connect may need to provide you).
- d. During such formal discussions you will have the opportunity to have a support person (who may be a Union delegate) with you.
- e. This performance improvement requirement will be documented and will be provided to you by your line leader.

## **6.3. Discipline**

### **6.3.1. Discipline Procedure**

- a. To ensure that the MRSDC operates efficiently it is recognised that an effective discipline procedure is necessary. The key objective of the discipline procedure with respect to unacceptable actions, behaviours, or conduct, other than which could lead to summary dismissal, should be of a corrective nature.
- b. Prior to a warning being issued in accordance with the Discipline Procedure, Primary Connect will undertake an investigation into the allegations or performance concerns raised. Where the performance or conduct allegations have been substantiated, Primary Connect will follow the Discipline Procedure.
- c. At any stage of the Discipline Procedure, the team member may choose to have a support person or representative (who may be a Union delegate or Union official) of their choice.
- d. Except in the case of serious and/or reckless and/or wilful misconduct, all team members shall be entitled to at least one formal warning and one final warning. In cases of serious and/or reckless and/or wilful misconduct, a team member may be summarily dismissed or issued with a first and final warning.

### **6.3.2. Informal Counselling**

- a. An informal discussion(s) should take place prior to formal counselling, unless it is not deemed appropriate due to the nature of the action, behaviour or conduct.

### **6.3.3. Formal Warning**

- a. Where Informal Counselling has already occurred, or deemed not appropriate in the circumstances, a team member may be issued with a Formal Warning.
- b. In relation to performance matters, if Primary Connect decides after a review meeting within 3 months after the first formal warning, that the team member's performance has improved to a satisfactory level, no further action will be taken. If not, a second Formal Warning will be issued to the team member.
- c. A record of this Warning(s) will be kept on the team member's file and a copy will be provided to the team member on request.

**6.3.4. Final Warning**

- a. Where a formal warning has been issued to a team member and there are further conduct and/or performance concerns , a team member may be issued with a Final Warning.
- b. A record of this Final Warning will be kept on the team member's file and a copy will be provided to the team member.

**6.3.5. Termination**

- a. Where a Final Warning has been issued to a team member and there are further conduct and/or performance concerns, Primary Connect may consider termination of the team member's employment.
- b. Prior to making a final decision as to whether termination should occur, Primary Connect will give the team member an opportunity to explain why dismissal should not occur.

**6.3.6. Serious Misconduct**

- a. The Disciplinary Procedure will not be required where a team member has engaged in Serious Misconduct.
- b. Where it is found that a team member has engaged in serious misconduct, Primary Connect may issue a first and final warning or, where appropriate, terminate a team member's employment.
- c. Where Primary Connect is considering termination, prior to making a final decision as to whether termination should occur, Primary Connect will give the team member an opportunity to explain why termination should not occur.
- d. No written warning will have a life longer than 12 months.

## **7. TIME FOR A CHANGE**

### **7.1. About major workplace change**

#### **7.1.1. What is a major workplace change?**

- a. Primary Connect will consult with team members under this clause if we have made a definite decision to introduce a major workplace change to production, programme, organisation, structure or technology in relation to our enterprise which is likely to have a significant effect on the team members.
- b. A change is likely to have a significant effect on team members if it results in:
  - i. Termination of employment;
  - ii. Changes in the composition, operation or size of our workforce or in the skills required;
  - iii. The elimination or diminution of job or promotion opportunities or job tenure;
  - iv. The alteration of hours of work (except where there is a process elsewhere in this Agreement for this type of change);
  - v. The need for retraining or for you to transfer to other work or other locations; or
  - vi. The restructuring of jobs.

#### **7.1.2. What's the process?**

- a. If Primary Connect make a definite decision to introduce a major workplace change that will have a significant effect on you, as soon as practicable after making that definite decision we will notify you, and discuss with you (and/or your representative, which may be the Union or a Union delegate):
  - i. The introduction of the change;
  - ii. The effect the change is likely to have on you; and
  - iii. Measures to avert or mitigate the adverse effect of the change.
- b. Primary Connect will consider matters raised by you or your representative about the change and aim to provide any information and responses to questions as soon as we can. During these discussions we will not be required to disclose confidential or commercially sensitive information.
- c. Primary Connect will give you (and/or your representative), all relevant information about the changes in writing (including the nature of the change and the expected effects of the changes on you and any other matters likely to affect you).
- d. Primary Connect will give prompt consideration to matters raised about the changes by you (or your representative).
- e. Where there may be a requirement to change your regular roster or ordinary hours of work, Primary Connect will consult with you (and/or your representative) about the proposed change. Primary Connect will provide you information about the proposed change (what's proposed, why and when) and invite you (and/or representative) to provide feedback (especially where any impact may impact on genuine family or caring responsibilities).

### **7.2. What happens if my role is redundant?**

#### **7.2.1. Discussions before terminations**

- a. After Primary Connect has made a definite decision that the job a team member has been doing will no longer need to be done by anyone (and this is not due to the ordinary and customary turnover of labour) and that decision may lead to termination of employment, Primary Connect will hold discussions with:
  - i. Affected team member(s) and their representatives; and
  - ii. The union/s known to Primary Connect as having members who are affected team members and who are entitled to represent the industrial interests of the team members concerned.

- b. Discussions will take place as soon as practicable after the definite decision has been made and will cover:
  - i. The reasons for the proposed terminations;
  - ii. The measures to avoid or minimise the termination;
  - iii. The measures to mitigate the adverse effects on the team members concerned;
  - iv. The number and categories of team members likely to be affected;
  - v. The number of team members normally employed; and
  - vi. When terminations are likely to occur.
- c. All relevant information will be provided in writing to the team member(s) concerned and representatives, as outlined above. However, we will not be required to disclose confidential information which would negatively impact our interests.

**7.2.2. Transfer to a lower paid classification**

- a. A team member transferred to a lower paid classification due to redundancy is entitled to the same notice as they would have been entitled to if their employment had been terminated. Primary Connect may choose to pay the team member the difference between their former base rate of pay and their new base rate of pay for the relevant notice period instead of providing this notice.

**7.2.3. Job search during the notice period**

- a. During the notice period, a Permanent team member will be allowed one paid day off each week at their Base Rate of Pay including any applicable penalty rates for the purpose of seeking other employment. Satisfactory evidence (such as a statutory declaration) may be required by Primary Connect in order for this day off to be paid.

**7.2.4. Redundancy Pay**

- a. In addition to the notice to be given by Primary Connect (see clause 7.4), subject to clauses 7.2.7 and 7.2.8, a Permanent team member whose employment is terminated due to redundancy is entitled to the following redundancy pay:

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
9 years but less than 10 years	16 weeks
10 years or more	12 weeks

- b. Redundancy pay is paid at the team member's Base Rate of Pay.

### **7.2.5. Leaving during the notice period**

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

### **7.2.6. Excluded team members**

- a. These redundancy pay provisions do not apply to team members who are:
  - i. Casual; or
  - ii. Engaged for a specific period of time or for a specific task; or
  - iii. Terminated for a reason other than redundancy (for example performance or conduct reasons).

### **7.2.7. Transfer of business**

- a. Redundancy pay will not be payable if:
  - i. You transfer to another employer as part of a 'transfer of business', i.e. you commence employment with another employer in circumstances where there will be a transfer of employment for the purposes of the Fair Work Act; or
  - ii. You reject 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, your terms and conditions with Primary Connect immediately before the termination, recognises your service with Primary Connect for the purposes of redundancy pay and, had you accepted the offer, there would have been a transfer of employment.
- b. Where other acceptable employment is found for a team member in a related entity of Primary Connect, your entitlements to sick leave, annual leave and long service leave will be transferred to the new employer.

## **7.3. What if a clause of the Agreement does not suit my needs?**

### **7.3.1. I need something that works for me:**

- a. It is important that your working arrangements meet the needs of both you and Primary Connect. Team members have a right to request flexible working arrangements under section 65 of the Fair Work Act.
- b. You can also request (if Primary Connect agrees), to enter into an Individual Flexibility Agreement (IFA) to change how some parts of this Agreement apply to you. Your request must be in writing setting out the details of the change you would like to make and the reasons for the change. Primary Connect will provide you a written response within 21 days letting you know if we agree to the change. If Primary Connect does not agree to the change, we will let you know the reasons why, in writing.
- c. In your IFA we may agree to change one or more of the following matters:
  - i. Arrangements about when work is performed;
  - ii. Overtime rates;
  - iii. Penalty rates;
  - iv. Allowances; and
  - v. Annual leave loading.
- d. An IFA must meet the genuine needs of you and Primary Connect, and must be genuinely agreed to by you and Primary Connect. Primary Connect must ensure the IFA is only about 'permitted matters' and does not include any 'unlawful terms' (both as defined in the Fair Work Act). Primary Connect must also ensure that any IFA would result in you being better off overall than if no IFA was made.

### 7.3.2. Making an IFA

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

### 7.3.3. Ending an IFA

- a. Either you or Primary Connect may decide that the arrangement does not work for them anymore. If this happens, either you or Primary Connect can terminate the IFA by providing no more than 28 days' notice (unless legislation provides for a longer period), or you and Primary Connect can agree in writing that the IFA will end at a specific time.

### 7.3.4. How can I seek flexibility if I would like to transition to retirement?

- a. If you are a Permanent team member over the age of 55, you are eligible to seek flexible working arrangements outlined above. This Agreement also provides you a right to request to permanently reduce your working hours as part of a genuine transition to retirement. Your request must be in writing, setting out the details of the change you would like to make and the reasons for the change. Primary Connect will provide you a written response within 21 days letting you know if we agree to the change. If Primary Connect does not agree to the change, we will let you know the reasons why, in writing.

### 7.3.5. Transition to retirement arrangement to be set out in writing

- a. Your transition to retirement arrangement must be in writing, and we will provide you a copy of the written agreement within 14 days of it being agreed. It will include:
  - i. Your name, Primary Connect's name and our signatures;
  - ii. Your new Ordinary Hours of work;
  - iii. The start and end date of the transition to retirement; and
  - iv. Your intended date of retirement.
- b. If your circumstances change, we may mutually agree to change the arrangement and where there are special circumstances, Primary Connect will not unreasonably refuse a request (in writing) to change your arrangements.

### 7.3.6. Seeking advice prior to entering into transition to retirement arrangement

- a. If you do wish to transition to retirement and seek flexibility arrangements under this clause, it is your responsibility to seek appropriate financial, superannuation and other advice on the terms and conditions of your transition to retirement.

## 7.4. Ending employment

### 7.4.1. Period of notice of termination

- a. Unless otherwise agreed, the period of notice which you or Primary Connect needs to give to terminate your employment is as follows:

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



- b. The period of notice above is increased by 1 week if you are over 45 years old and have completed at least 2 years of continuous service with Primary Connect when the notice is given. If you give notice, you do not need to give the additional 1 week of notice based on your age.
- c. The period of notice in this clause will not apply to team members employed for a specified period of time or for a specified task, casual team members or team members terminated for serious misconduct.

**7.4.2. Payment instead of notice**

- a. Primary Connect may choose to pay you in lieu of notice for all or part of the notice period (in which case you will be paid as though you had worked until the end of the period of notice, including your Base Rate of Pay plus any applicable Penalty Rates on the shifts you would have worked).

## **8. UNION RECOGNITION**

### **8.1. Recognised Union at MSRDC**

- a. All team members and other workers on site have the right to be part of a trade union. Primary Connect recognises the United Workers Union (UWU) and the Shop, Distributive and Allied Employees' Association (SDA) as the union representatives of team members at the MSRDC who choose to become members of the UWU and the SDA.

### **8.2. Union Noticeboard**

- a. Primary Connect will supply and erect a notice board at the site for the purpose of enabling the UWU or UWU delegates and the SDA or SDA delegates to post Primary Connect-approved notices and information in connection with this Agreement or other matters related to the employment of the team members or their Union membership.

### **8.3. Union Delegates**

- a. Elected delegates of the UWU and SDA will be recognised by Primary Connect and, as such, delegates will be afforded time to participate in any consultative mechanisms established by Primary Connect and to represent legitimate team member concerns as per the WISP in clause 6.1. Delegates must, however, acknowledge their primary responsibility is to perform the job functions within their classification. Primary Connect will recognise a minimum of 6 (if at least 6 delegates are elected) and a maximum of 9 UWU and 9 SDA delegates across the MSRDC. Ideally, the 9 delegates will be spread evenly across the day, afternoon and night shifts. Primary Connect and UWU will discuss and agree to increasing the number of delegates, up to a maximum of 12.

### **8.4. Role of Union Delegates**

- a. The role of a union delegate is to, amongst other things:
  - i. Promote open and constructive communication between Primary Connect and its team members;
  - ii. Represent team members who are union members honestly and effectively;
  - iii. Demonstrate values of leadership in the workplace;
  - iv. Support diversity in the workplace;
  - v. Be respectful of all relationships and people on site;
  - vi. Assist team members in addressing concerns in line with established processes;
  - vii. Advocate for fairness and dignity in the workplace;
  - viii. Use their time effectively when assisting team members with queries; and
  - ix. Accept their primary role is as a member of the site team.

### **8.5. Onsite Union Business**

- a. Elected and recognised Union delegates will be permitted, subject to notification to their line leader, reasonable paid time to conduct legitimate onsite union business with team members.

### **8.6. Union Delegate Resources**

- a. Union delegates shall have reasonable access (on request) to resources to perform their role, such as a private meeting room and access to a telephone, computer terminal, internet and photocopier, subject to operational requirements.

### **8.7. Paid Time Off**

- a. In addition, Union delegates will be allowed reasonable paid time off the site on Union business by prior agreement with Primary Connect. This agreement will not be unreasonably withheld.

### **8.8. Time off in lieu for delegate duties**

- a. Elected and recognised Union delegates who by agreement with Primary Connect undertake delegate duties (attendance at meetings, team member representation, etc) outside rostered hours will receive time off in lieu on an “hour for hour” basis. The scheduling of time off is to be agreed with the delegate’s line leader.

### **8.9. Delegate attendance at inductions**

- a. Primary Connect will provide elected and recognised union delegates with adequate paid time to meet with new team members and any Agency Labour at the time of induction for the purpose of introducing and explaining this Agreement and union matters.

### **8.10. Training for Delegates**

- a. To assist delegates to be effective leaders and communicators, Primary Connect will provide up to a total of six days paid leave per delegate per annum (non-cumulative) for the purpose of elected delegates attending approved Union training programs.
- b. Additional training leave may also be approved by Primary Connect at its discretion. Such training will not take place during Primary Connect’s peak operating periods leading up to Christmas and Easter, unless otherwise agreed.
- c. In order for a delegate to be eligible to receive payment while attending training, the Union must provide Primary Connect with at least 14 days’ notice in writing of the training. Payment will be made in accordance with the delegate’s Ordinary Hours of work, i.e. the amount the delegate would have been paid for the hours the delegate was rostered or required to work on that day of the training. Primary Connect will not be responsible for any costs incurred by delegates in the course of attendance at such training programs.

### **8.11. Union Mass Meetings**

- a. Primary Connect will allow up to three paid mass meetings of not more than 30 minutes duration each calendar year. Where there is a new enterprise agreement being negotiated in any year Primary Connect may allow additional paid meetings to be held for the purposes of discussing the enterprise agreement.
- b. All workers engaged on-site at the time of a meeting, whether directly employed or not, are entitled to attend Union meetings. The times and duration of these meetings will be as agreed between Primary Connect and the Union.
- c. Primary Connect may, at its sole discretion, cancel or refuse scheduled mass meetings due to operational requirements or failure by the Union to adhere to timeframes or reasonable requests from management.

### **8.12. Union Fees**

- a. Where a team member authorises Primary Connect to do so in writing, Primary Connect will within 14 days send to the Union such details as are necessary to permit the establishment of a direct debit arrangement for the payment of the team member’s Union fees. This authority may take the form of a Union membership card completed by an employee authorising the release of such details.

### **8.13. Union Rights**

- a. After giving Primary Connect reasonable notice, an authorised Union representative is entitled to enter the premises, provided the representative does not interfere unreasonably with Primary Connect’s operation, and complies with any reasonable direction in relation to security, health or safety and any site induction requirements for the following purposes:
  - i. Induction of new team members or Agency Labour workers (at a time agreed with Primary Connect); or
  - ii. Involvement under WISP of this Agreement;

- b. These purposes are separate from right of entry under the Fair Work Act to investigate suspected contraventions or to hold discussions with team members.

#### **8.14. Joint Consultative Committee**

- a. To support delegates to participate in consultative mechanisms, Primary Connect will hold a monthly Joint Consultative Committee (JCC). Primary Connect and Union delegates may mutually agree to an alternate meeting schedule, for example during peak trade periods.
- b. The JCC will consist of:
  - i. Elected Union delegates;
  - ii. Union Officials, if the Union requires; and
  - iii. Representatives from Primary Connect.

##### **8.14.1. Payment for Attending a JCC**

- a. Where a delegate attends the JCC, and if it is necessary, the delegate and Primary Connect may mutually agree to alternative roster arrangements or Time Off In Lieu (at the team members Base Rate of Pay plus any applicable penalties) to ensure the delegate is not financially disadvantaged.

##### **8.14.2. Role of the JCC**

- a. The role of the Committee is to:
  - i. Facilitate ongoing communication between the parties;
  - ii. Discuss a range of issues and information between Primary Connect and the team members;
  - iii. Discuss workplace change;
  - iv. Discuss training and fair rotation of tasks at MSRDC;
  - v. Enhance and increase the efficiency, productivity and competitiveness of Primary Connect and to enhance the career opportunities of team members;
  - vi. Review the site operations and performance metrics including On Time Delivery, Inventory Accuracy and Labour Cost Per Carton;
  - vii. Review the labour mix ratio on site and discussions will generally include:
    1. Number of hours worked and paid to full-time and part-time team members
    2. Number of hours worked and paid to casual team members (both Agency & Primary Connect team members if applicable);
    3. The tenure of Agency casuals on site; and
    4. Any available permanent roles and the process for casuals (both Agency & Primary Connect if applicable) to convert to a permanent role.
  - viii. Provide feedback to team members by posting the minutes of each meeting and other relevant information on local notice boards.

## **9. OTHER TERMS**

### **9.1. Awards and agreements**

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

### **9.2. The National Employment Standards (NES)**

- a. This Agreement does not operate to exclude any provision of the NES. However, the NES is not incorporated into this Agreement.
- b. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### **9.3. Policies**

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




### **9.4. Productivity, Performance and Accuracy**

- a. The principle of a fair day's work for a fair day's pay is recognised and accepted by all Parties to the Agreement.
- b. The Parties also recognise that no team member will be disciplined, solely on the basis of not performing in line with the expected engineered standard for the site, provided that they are working to the 'best of their ability'.
- c. "Best of their ability" means a Team Member working as per the trained method of work for the function they are being assessed, including but not limited to:
  - i. Attending all assigned training sessions to develop and maintain proficiency in all required tasks;
  - ii. Working diligently and conscientiously, applying reasonable effort to meet performance expectations and minimising excessive gaps; and
  - iii. Operating machinery to the required levels safely and efficiently throughout the distribution centre.
- c. Subclause b does not apply to a team member during their probationary period and when assessing the team member's ability to meet the inherent requirements of their role.

# 1. SIGNATURES

Signed as an Agreement

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

Signed for and on behalf of: Woolworths Group Limited.	Signed for and on behalf of the: Shop, Distributive and Allied Employees' Association (SDA)
Signature:  Name: Ric Villani Date: 18 December 2024 Position: Supply Chain Manager Address: 2 Portlink Drive, Dandenong South VIC 3175	Signature:  Name: Michael Donovan Date: 17 December 2024 Position: National President Address: Level 6, 53 Queen Street Melbourne VIC 3006
Being duly authorised to sign on behalf of Woolworths Group Ltd	Being duly authorised to sign on behalf of <i>SDA</i>
In the presence of: Signature: Name: Date: Position:	In the presence of: Signature:  Name: <i>Mauro Moretta</i> Date: <i>17 December 2024</i> Position: <i>Assistant State Secretary</i>

Signed for and on behalf of the: The United Workers Union (UWU)
Signature:  Name: Dario Mujkic Date: 17/12/2024 Position: Director Address: 833 Bourke Street, Docklands 3008
Being duly authorised to sign on behalf of
In the presence of: Signature: Name: Date: Position:

## APPENDIX A: Ordinary Base Rate of Pay

A.1. These rates of pay are payable from the first full pay period on or after each specified date. Where there is any inconsistency (for example due to rounding) between the weekly and hourly rates of pay, the weekly rate will prevail.

A.2. Pay increases in year 2 and year 3 of the Agreement apply from the first full pay period on or after 31 August.

### A.3. Ordinary Hours Base Rate of Pay

Effective first full pay period on/after		First full pay period after a YES VOTE	31 August 2025	31 August 2026
<b>Wage Increase</b>		4.5%	4%	3.83%
<b>Entry level</b>	Hourly	\$34.93	\$36.33	\$37.72
	Weekly (38 hours)	\$1,327.35	\$1,380.44	\$1,433.31
<b>Skilled Level</b>	Hourly	\$36.12	\$37.56	\$39.00
	Weekly (38 hours)	\$1,372.38	\$1,427.27	\$1,482.00

A.1. Indicative total amounts of pay for hours worked (Base Rate of Pays). The above wage rates do not include 25% casual loading. Refer to Appendix B for Casual hourly base rate of pay and Penalty Rates.

## APPENDIX B: Penalty Rates

B.1. The following table illustrates the Base Rate of Pay plus Penalties Table for Year 1:

Year 1 - Effective First full pay period after a YES VOTE				
	Entry level		Skilled Level	
	Permanent Team Members	Casual Team members	Permanent Team Members	Casual Team members
<b>Base Rate of Pay</b>	\$34.93	\$34.93 +25% casual loading	\$36.12	\$36.12 +25% casual loading
<b>Overtime 150%</b>	\$52.40	\$65.50	\$54.17	\$67.72
<b>Overtime 200%</b>	\$69.87	\$87.34	\$72.73	\$90.29
<b>Public Holiday - 250%</b>	\$87.34	\$109.17	\$90.29	\$112.86

B.2. The following table illustrates the Base Rate of Pay plus Penalties Table for Year 2:

Year 2 - Effective from the first full pay period after 31 August 2025				
	Entry level		Skilled Level	
	Permanent Team Members	Casual Team members	Permanent Team Members	Casual Team members
<b>Base Rate of Pay</b>	\$36.33	\$36.33 +25% casual loading	\$37.56	\$37.56 +25% casual loading
<b>Overtime 150%</b>	\$54.50	\$68.12	\$56.34	\$70.42
<b>Overtime 200%</b>	\$72.66	90.83	\$75.12	\$93.90
<b>Public Holiday - 250%</b>	\$90.83	\$113.54	\$93.90	\$117.37

B.3. The following table illustrates the Base Rate of Pay plus Penalties Table for Year 3:

Year 3 - Effective from the first full pay period after 31 August 2026				
	Entry level		Skilled Level	
	Permanent Team Members	Casual Team members	Permanent Team Members	Casual Team members
<b>Base Rate of Pay</b>	\$37.72	\$37.72 +25% casual loading	\$39.00	\$39.00 +25% casual loading
<b>Overtime 150%</b>	\$56.58	\$70.73	\$58.50	\$73.13
<b>Overtime 200%</b>	\$75.45	\$94.31	\$78.00	\$97.50
<b>Public Holiday - 250%</b>	\$94.31	\$117.89	\$97.50	\$121.88

B.4. The hourly wage rate equivalent above is calculated by dividing the weekly rate by 38 and is for information only – where any difference exists between the hourly rate and the weekly rate (for example, due to rounding), the weekly rate will prevail.



## APPENDIX C: Allowances

C.1. The following table illustrates the Allowances payable each year of the Agreement.

	Frequency	Effective first full pay period after a YES VOTE	31 August 2025	31 August 2026
<b>% increases</b>		4.5%	4%	3.83%
<b>Forklift Allowance</b>	per hour	\$0.40	\$0.42	\$0.43
<b>Area Specialist and Flow Analyst Relief Allowance</b>	per hour	\$6.79	\$7.06	\$7.34
<b>Skilled Team Member Allowances</b>	per hour	\$0.50	\$0.52	\$0.54
<b>Workplace Coach Allowance</b>	per hour	\$1.00	\$1.04	\$1.08

## APPENDIX D: Model Workplace delegates' rights clause

D.1 Appendix A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with Appendix D.

D.2 In Appendix D:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

D.3 Before exercising entitlements under Appendix D, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

D.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

### D.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

### D.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause D.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

#### **D.7 Entitlement to reasonable access to the workplace and workplace facilities**

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- (ii) a physical or electronic noticeboard;
- (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
- (iv) a lockable filing cabinet or other secure document storage area; and
- (v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause D.7(a) if:

- (i) the workplace does not have the facility;
- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### **D.8 Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

- (i) full-time or part-time employees; or
- (ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### **D.9 Exercise of entitlements under Appendix D**

(a) A workplace delegate's entitlements under Appendix D are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Appendix A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Appendix A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not: (a) unreasonably fail or refuse to deal with a workplace delegate; or (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or Appendix D.

NOTE: Where a clause of this Agreement provides a greater entitlement relating to delegates rights than this Appendix, then that clause shall apply.

#### **Definitions**

**employee** organisation has the meaning given by section 12 of the Act.

**enterprise** has the meaning given by section 12 of the Act.

**small business employer** has the meaning given by section 23 of the Act.

**workplace delegate** has the meaning given by section 350C(1) of the Act.