

## **WOOLWORTHS GROUP LIMITED BRISBANE REGIONAL DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2021**

Operates from: 26 July 2021 - 6 July 2025



### **Shop, Distributive & Allied Employees' Association**

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# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Woolworths Group Limited**  
(AG2021/5805)

## **WOOLWORTHS GROUP LIMITED BRISBANE REGIONAL DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2021**

Retail industry

COMMISSIONER CIRKOVIC

MELBOURNE, 5 JULY 2021

*Application for approval of the Woolworths Group Limited Brisbane Regional Distribution Centre Enterprise Agreement 2021.*

[1] Woolworths Group Limited (the Applicant) has made an application for approval of an enterprise agreement known as the *Woolworths Group Limited Brisbane Regional Distribution Centre Enterprise Agreement 2021*. (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 2 July 2021.

[3] I have reviewed the Agreement and the materials submitted by the parties and identified the following concerns with the Agreement:

- Clauses 5.7.5 with respect to notification requirements for personal/carer's leave and 6.2.4 with respect to monies owing to employees upon termination, may be inconsistent with the entitlements provided for in the National Employment Standards.

[4] I am satisfied however that the NES precedence clause at clause 1.4 of the Agreement is sufficient to address the above concerns.

[5] The "Shop, Distributive and Allied Employees Association", being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers this organisation.

[6] I am satisfied that each of the requirements of ss.186, 187, 188 of the Act as are relevant to this application for approval have been met.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 26 July 2021. The nominal expiry date is 6 July 2025.



COMMISSIONER

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**PRIMARY  
CONNECT**

PART OF THE  
WOOLWORTHS GROUP

# **BRISBANE REGIONAL DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2021**

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## PART 1 APPLICATION AND OPERATION

### 1.1. AGREEMENT

This Agreement is known as Woolworths Group Limited Brisbane Regional Distribution Centre Enterprise Agreement 2021.

### 1.2. DURATION OF AGREEMENT

This Agreement will come into effect on 26 July 2021 once approved by Fair Work Commission (FWC). The nominal expiry date will be 6 July 2025.

### 1.3. COVERAGE OF AGREEMENT

This Agreement will apply to all team members engaged by the Company at the Brisbane Regional Distribution Centre (BRDC) whose classifications, rates of pay and conditions are prescribed by this Agreement.

### 1.4. RELATIONSHIP WITH THE NES

The National Employment Standards (NES) are a set of 11 legislated minimum employment standards. The entitlements and benefits provided in this Agreement are inclusive of, and not in addition to, any benefit or entitlement under the NES and Fair Work Act. This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit to the team member, the NES provision will apply to the extent of the inconsistency.

### 1.5. AGREED TERMS

1.5.1. A team member is a person whose wage rates are prescribed by this Agreement and who is involved in the duties detailed in Part 2 of this Agreement.

1.5.2. **Company/Employer** means Woolworths Group Limited of 1 Woolworths Way, Bella Vista, New South Wales 2153 (ABN 88 000 014 675).

1.5.3. All **team members** are engaged in accordance with Part 4 of this Agreement.

1.5.4. A **weekly team member** is a full time or part time team member engaged by the company on a weekly hire.

1.5.5. A **full time team member** is a weekly team member who is engaged as per 4.1.1 in any of the classifications defined in this Agreement.

1.5.6. A **part time team member** is a weekly team member who is engaged as per 4.1.2 in any of the classifications defined in this Agreement.

1.5.7. A **casual team member** is a team member who is engaged as per 4.1.3 on an hour by hour basis to perform duties in any of the classifications defined in this Agreement.

1.5.8. **Engagement** - For the purposes of clause 4.3.5, the Company commits to, where reasonably practicable to do so, preferentially retaining casual team members employed by the Company, in preference to Agency Hire team members, in instances where shift durations are amended.

1.5.9. A **fixed term team member** is a team member who is engaged as per 4.1.6 and 4.1.7 for a specific task or time period in any of the classifications defined in this Agreement.

1.5.10. An **exempt team member** is a team member who is in receipt of the exemption rate as defined in accordance with 4.1.8 and 4.1.9 of this Agreement.

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- 1.5.11. A probationary **team member** is any new team member within the first 6 months of their employment with the Company.
- 1.5.12. **Ordinary wage rate** means the actual ordinary rate of pay the team member receives for ordinary hours of work performed, excluding overtime, annual leave loadings, shift allowances or other loadings, fares and travelling time and other payments including bonuses and over-award payments.
- 1.5.13. **Ordinary time earnings** (for the purpose of clause 3.5 only) means the ordinary wage rate a team member receives for the ordinary hours of work performed together with, shift allowances or other loadings and other payments including bonuses and over-award payments. Clause 3.5 includes the meaning of ordinary time earnings under *Superannuation Guarantee (Administration) Act 1992*.
- 1.5.14. **The Union** means The Shop, Distributive and Allied Employees Association of Level 6, 53 Queen Street, Melbourne, Victoria 3000.
- 1.5.15. **Day shift** is any shift that commences at or after 5:00am and ceases at or before 6:00pm daily. Ordinary hours for day shift may commence at or after 4:00am by mutual agreement or cease by or including 7:00pm by team member election:
- A. Advertised rosters will state that mutual agreement is required for starts prior to 5:00am.
  - B. Mutual agreement will not be required for each shift worked, however the agreement may be revoked at any time.
  - C. The team member will return to their previous roster within the ordinary spread of hours within 14 days after notice of revoking the agreement.
  - D. Night shift has precedence regarding job tasks.
- 1.5.16. **Afternoon shift** is any shift commencing at or after 2:00pm and ceases at or before midnight.
- A. By mutual agreement, team members may commence their afternoon shift at or after 12:30pm;
  - B. Mutual agreement will not be required for each shift worked, however the agreement may be revoked at any time.
  - C. The team member will return to their previous roster within the ordinary spread of hours within 14 days after notice of revoking the agreement.
  - D. Day shift has precedence regarding job tasks between the hours of 12:30pm and 2:00pm
- 1.5.17. **Night shift** is any shift that commences at or after 10:00pm and ceases at or before 7:30am.
- 1.5.18. **Act or Fair Work Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- 1.5.19. **FWC** means Fair Work Commission.
- 1.5.20. **National Employment Standards** (NES) are the 11 minimum employment entitlements as amended from time to time that apply to all team members under the Fair Work Act.
- 1.5.21. **Regulations** mean the *Fair Work Regulations 2009* (Cth) as amended from time to time.
- 1.5.22. **BRDC** Means the Brisbane Regional Distribution Centre at 70 Distribution St, Larapinta, QLD 4110.

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1.5.23. **Continuous Service** with Woolworths Group Ltd shall be deemed to be continuous notwithstanding:

- A. Any period of paid leave, Long Service Leave (as per the State Act provisions) approved and taken by you;
- B. Any absence on any account not involving termination of employment.
- C. Continuity of service will apply to accrual of service based entitlements and length of service with the Company. Unpaid leave will not count towards continuity of service. Any period of unpaid leave will not count towards the accrual of annual leave or personal leave.

1.5.24. **Immediate Family** means 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 and foster relations.

1.6. **AREA OF OPERATION**

This Agreement will apply to the Woolworths Brisbane Regional Distribution Centre (BRDC).

1.7. **PARTIES BOUND**

The parties bound by this Agreement are:

- Woolworths Group Limited, and
- Team members of the Company who work at the BRDC in the classifications covered by this Agreement, and
- The Shop, Distributive and Allied Employees Association.

1.8. **COMPANY POLICIES AND PROCEDURES**

All relevant Company policies and procedures will be made available for perusal on request by a team member.

1.9. **NO FURTHER CLAIMS**

It is a term of this Agreement that the Company, the Union and team members undertake not to pursue any further claims during the life of the Agreement.

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## PART 2 CLASSIFICATIONS

### 2.1. GRADE 1 OR GRADE 1A TEAM MEMBER

#### Entry

- 2.1.1. All new team members engaged under this Agreement will commence as a Grade 1 Team Member

#### Training and duties

- A. Complete Induction and Training program
  - B. Train and become proficient in order selection
  - C. Train and become proficient in container unloading
  - D. Train and become proficient in cleaning and recycling
  - E. Understand stocktake procedures
  - F. Train and become proficient in fixture filling without the use of RF equipment
  - G. Train and become proficient in transporting of stock
  - H. Train and become proficient in consolidation
  - I. Breakdown and restacking of stock on pallets
  - J. Other duties that may be required to become proficient in the performance of receipt, packing, despatch and cleaning
  - K. Understand distribution and service requirements
- 2.1.2. All team members regardless of their previous experience are required to complete this classification for 6 months of actual attendance at a Woolworths Food or Liquor Distribution Centre. This period is exclusive of any periods of personal leave, leave without pay or absence on workers' compensation. After completion of 6 months of employment, team members will progress to Grade 1a.
- 2.1.3. This clause will not limit the team members' ability to apply for higher grade positions (subject to clause 6.6) after the first 6 months of employment and if successful receive the pay rate applicable to that grade.
- 2.1.4. The maximum time period for Grade 1 and 1a Team Member will be 12 months of actual attendance (as described in 2.1.2).

### 2.2. GRADE 2 TEAM MEMBER

#### Entry

- 2.2.1. Successful completion of Grade 1 or 1a training and duties.

#### Skills

- Perform the following duties or any combination of duties with limited supervision
- Have the ability to use technology to perform given duties

#### Duties

- a. Perform order selection
- b. Complete container unloading
- c. Perform cleaning and recycling
- d. Perform stocktake procedures and duties
- e. Perform fixture filling without the use of RF equipment
- f. Perform transporting of stock (hauling)
- g. Consolidation
- h. Breakdown and restacking of stock on pallets
- i. Shorts runner
- j. Periodic forklift driving (if licensed/higher duties paid)
- k. Training for Grade 3 duties

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### 2.3. **GRADE 3 TEAM MEMBER**

#### **Entry**

2.3.1. Satisfactory performance of Grade 2 duties.

#### **Skills**

- Perform the following duties or any combination of duties with limited supervision
- Hold the appropriate licences if required for the position
- Have the ability to use technology to perform given duties

#### **Duties**

- a. Operate MHE that requires an appropriate licence in all areas as requested
- b. Pallet control duties
- c. Replenishment using MHE including use of RF units
- d. Dangerous goods despatcher
- e. BRDC administration duties e.g. despatch and receipt clerks
- f. Auditing and checking of completed or part-completed orders, where such auditing or checking is solely for the purpose of maintaining accuracy
- g. Grade 2 duties as directed if the team member is competent
- h. Training for Grade 4, 5 or 6 duties

### 2.4. **GRADE 4 TEAM MEMBER**

#### **Entry**

2.4.1. Satisfactory performance of Grade 2 or 3 duties as required.

#### **Skills**

- Perform the following duties or any combination of duties with minimum supervision
- Demonstrated skills in administration and/or the use of technology

#### **Duties**

- a. All despatch checking and loading
- b. Receipt checking of stock including signing of invoices
- c. Grade 2 or 3 duties as directed if the team member is competent
- d. Order processing operator
- e. Shorts Coordinator
- f. Training for Grade 5 or 6 duties

### 2.5. **GRADE 5 TEAM MEMBER**

#### **Entry**

2.5.1. Satisfactory performance of Grade 3 or 4 duties as required.

#### **Skills**

- Perform given duties or any combination of duties without supervision
- Good communication skills
- A thorough knowledge of the Distribution Centre systems and procedures

#### **Duties**

- a. Systems and office administration
- b. Controlling abandons
- c. Correction point operation
- d. VQC Gatehouse
- e. Grade 2, 3 and/or 4 duties as directed if the team member is competent
- f. Training for Grade 6 duties

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## 2.6. **GRADE 6 TEAM MEMBER**

### **Entry**

- 2.6.1. Satisfactory performance of Grade 4 duties as required for supervisory stream and/or Grade 2 duties as required for training.

### **Skills**

- Perform given duties or any combination of duties without supervision
- Excellent communication skills
- A thorough knowledge of Distribution Centre systems and procedures

### **Duties**

- a. Supervisory stream (Team Coordinator): Supervising a group of team members while reporting to the Manager of the section, including stock adjustments
- b. Trainer: Where a team member is required to deliver structured training programs
- c. Control centre operator
- d. Woolworths Quality Assurance (WQA) specialised compliance activities

## 2.7. **MATTERS RELATING TO ALL CLASSIFICATIONS**

- 2.7.1. Team members are to be aware of Occupational Health and Safety requirements, personal obligations and the obligations of all parties.
- 2.7.2. Team members directed to perform lower grade duties for any reason will be paid at their regular grade. This will not apply to reserve team members who are being paid at a higher grade.
- 2.7.3. Team members must be prepared to perform any task or combination of tasks at their grade or grades below for which they are qualified and competent.
- 2.7.4. A team member will only perform lower graded duties when there is insufficient work to be done at the team member's normal grade. For example:
- a. A forklift operator (Grade 3) will not be given lower graded duties so that a checker can drive the forklift, except that when there is insufficient work for both a checker and a forklift operator, the duties may be combined and performed by the checker. Where possible forklift operators will continue to drive forklifts within their usual area of work in the BRDC however, subject to site operating procedures, may be required to operate forklifts in other areas. Reserve forklift operators will revert to Grade 2 duties.
  - b. A checker may check and drive a forklift where necessary to avoid idle time. Where possible the regular forklift operator would then drive in another section, and a reserve forklift operator may revert to Grade 2 duties.

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## PART 3 WAGES AND RELATED MATTERS

### 3.1. WAGES

- 3.1.1. The ordinary weekly team member rates of pay are set out in Appendix A:
- 3.1.2. Payment for each grade will only be made when a team member is competent to perform the necessary functions and is appointed to the grade or is called on to perform those functions.
- 3.1.3. If a team member does work at a higher grade, the team member will be paid as follows:
  - a. 1 hour to 4 hours worked in a higher grade - paid for the hours worked in that higher grade (minimum 1 hour).
  - b. Over 4 hours worked in a single higher grade - paid for the full day at that higher grade.
- 3.1.4. The across the board increases will be paid from the first pay period on or after the dates listed in Appendix A.
- 3.1.5. The ordinary wage rate of hourly wages for weekly team members will be calculated by dividing the appropriate classification rate by 38.
- 3.1.6. The ordinary wage rate for casual team members working on any day Monday to Friday will be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus a loading of 25%. Rates are detailed in Appendix A. This loading is to be paid in lieu of any entitlement by casual team members for paid leave provisions with the exception of the team members entitlement to long service leave or superannuation as detailed by this Agreement.

### 3.2. PAYMENT OF WAGES

- 3.2.1. Wages, overtime and all allowances will be paid weekly by electronic funds transfer (EFT) on the Wednesday after the end of each pay period into the financial institution nominated by the team member.
- 3.2.2. If the Company's operations warrant a change of the method of payment of wages, consultation with the team members and the relevant Union (if applicable) will take place in order to facilitate such change.
- 3.2.3. The Company will not charge a sum against or deduct any sum from the wages of a team member (except in the case of wilful destruction) in respect to any breakages by a team member.

### 3.3. SATURDAY AND SUNDAY LOADINGS

- 3.3.1. Team members required to work ordinary hours on a Saturday or Sunday will be paid a loading for hours worked as per the table below.

<i>Saturday loading:</i>	
Current:	135%
4 July 2022	140%
1 July 2024	150%

<i>Sunday loading:</i>	
Weekly team members:	175%
Casual team members:	200%

### 3.4. ALLOWANCES

#### Shift work allowances

- 3.4.1. **Non rotating afternoon shift:** all team members who work ordinary working hours on afternoon shift without rotation will be paid in addition to the appropriate weekly rate an amount per hour as detailed in Appendix A.

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3.4.2. **Non rotating night shift:** all team members who work ordinary working hours on night shift without rotation will be paid in addition to the appropriate weekly rate an amount per hour as detailed in Appendix A.

3.4.3. For all purposes of this Agreement, when a shift extends over 2 days of the week, the shift will be deemed to be worked on the day on which the majority of hours are worked. In the case of an equal number of hours being worked on both days, the shift will be deemed to be worked on the day on which it ceases.

#### **First aid**

3.4.4. A full time team member appointed and engaged to act as the First Aid Attendant/ Occupational First Aider will be paid a weekly amount, as detailed in Appendix A.

3.4.5. When weekly or casual team members are engaged to act as the First Aid Attendant/Occupational First Aider for a period of less than 38 hours in any 1 week, the team member will be paid an amount per shift, as detailed in Appendix A.

#### **Meal allowance during overtime**

3.4.6. A weekly team member who subject to clause 4.7.1 is required to work overtime for a period in excess of 1 hour after the ceasing time of the team member's ordinary hours on any day will be entitled to an unpaid meal break of not less than 30 minutes and a meal allowance, as detailed in Appendix A.

3.4.7. A part time or casual team member who works more than 4 ordinary hours on any day and who works in excess of 1 hour overtime on the day will be entitled to an unpaid meal break of not less than 30 minutes and a meal allowance, as detailed in Appendix A.

3.4.8. Payment for meal allowance/s will be included with the team member's wage and will be shown on the pay slip as a separate item.

#### **Forklift**

3.4.9. Where a team member is required to hold a forklift licence as a part of their employment, the Company will arrange for the team member to become licensed. The Company will cover the cost of the initial licensing fee and any required renewal fees of the licence.

### **3.5. SUPERANNUATION**

#### **Contributions**

3.5.1. The Company will make superannuation contributions on behalf of each eligible team member at the minimum rate required under the *Superannuation Guarantee (Administration) Act 1992*. All contributions will be made monthly.

3.5.2. The Company will maintain existing contributions for eligible team members. Any future increase in the Company's minimum contribution rate required under the *Superannuation Guarantee (Administration) Act 1992* for these eligible team members will be made to the fund specified in clause 3.5.4 or 3.5.5.

#### **Eligible team members**

3.5.3. For the purposes of this clause, an eligible team member is a team member covered by this Agreement for whom the Company is required to make superannuation contributions under the *Superannuation Guarantee (Administration) Act 1992*.

#### **Superannuation fund**

3.5.4. Superannuation contributions will be made by the Company on behalf of eligible team members to Retail Employees Superannuation Trust (REST)

#### **Choice of fund**

3.5.5. If a team wishes to nominate another MySuper complying fund other than those in clause 3.5.4, then the team member must do so in writing in a form prescribed by the Company to ensure employer contributions are made into that account.



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3.5.6. REST is the default fund if a choice of fund is not made as per clause 3.5.4.

**Additional contributions**

3.5.7. An eligible team member may:

- a. Make additional post tax superannuation contributions, or
- b. Direct the Company to pay a portion of the eligible team member's wages as additional salary sacrifice superannuation contributions into the same fund to which the Company is making superannuation contributions under clause 3.5.4 and 3.5.5.

3.5.8. Any amount paid in accordance with a direction under clause 3.5.7 is deemed to be paid in satisfaction of the Company's obligation to pay the wages set out in this Agreement. Accordingly, no breach of this Agreement will occur if the actual wages paid to the team member fall below the rates set by this Agreement solely because of the Company paying additional superannuation contributions on a pre-tax basis under this sub-clause.

3.5.9. Eligible team members are responsible for obtaining any independent financial and taxation advice in regards to the additional superannuation contributions, which they direct the Company to make on their behalf under this sub-clause.

**Superannuation forms**

3.5.10. The Company will provide each eligible team member (on commencement of their employment) with the appropriate membership form(s) for the applicable fund named in clause 3.5.4 of this clause.

3.5.11. An eligible team member may direct the Company to commence, vary or cease additional contributions specified in clause 3.5.7 at any time and must do so in writing in a form prescribed by the Company.

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## PART 4 HOURS OF WORK, ROSTERING AND OVERTIME

### 4.1. ENGAGEMENT

- 4.1.1. A **full time team member** is a weekly team member who works as per the following:
- The weekly ordinary hours of all full time team members may be rostered not to exceed an average of 38 hours per week in 1 of the following forms:
    - 38 hours in 1 week, or
    - 76 hours in 2 consecutive weeks, or
    - 152 hours in four 4 consecutive weeks
  - The ordinary time hours of all full time team members will not exceed 8 hours per day for a 5 day roster or 10 hours per day for a 4 day roster.
  - A maximum number of 5 starts in any 1 week.
- 4.1.2. A **part time team member** is a weekly team member who works as per the following:
- The weekly ordinary hours of all part time team members may be rostered to a maximum of less than 38 ordinary hours per week.
  - A minimum weekly engagement of 12 ordinary hours.
  - A roster of not more than 20 working days in a 4 week cycle or 10 working days in a 2 week cycle.
  - The ordinary time hours of all part time team members will not exceed 10 hours per day.
  - A minimum of 3 hours engagement on any day rostered.
  - A maximum number of 5 starts in any 1 week.
  - The provisions of this Agreement will apply to part time team members on a pro rata basis. If the number of rostered hours varies during any anniversary year, (including where a team member transfers from full time to part time and vice versa) entitlements will be calculated on the average number of ordinary hours worked during the anniversary year.
  - If a permanent part time team member works a regular and systematic pattern of 36 or more hours per week for 75% of any 12 month period, (12 months equalling 48 working weeks), then full time employment will be offered to the team member on an individual basis. The part time team member does not have to take up the offer of full time engagement.
  - Permanent part time team members will have preference for full time positions if a suitable position becomes available based on Company recruitment and succession criteria.
- 4.1.3. A **casual team member** is a team member who is engaged on an hourly hire basis. A casual team member will work as per the following:
- A minimum engagement of 4 hours on any 1 day.
  - A maximum engagement of 10 hours on any day at the ordinary time casual rate subject to the team member's availability. If a team member has specified 8 hours availability and they are required to then work more than 8 hours on any given day, the Company will pay appropriate overtime rates for each additional hour worked on that day.
  - Not more than 38 ordinary hours in any 1 week.
  - A maximum of 5 starts in any 1 week or 6 starts by mutual agreement.

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### Casual Conversion

- 4.1.4. 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.
- 4.1.5. To make it easier for our team, we have included a copy of the current NES casual conversion provision from the Fair Work Act 2009 as at 1 June 2021 in Appendix B, noting that this may change from time to time.
- 4.1.6. A **fixed term team member** is a team member engaged for a specific task or tasks and/or for a specific period of time, not less than 1 week and not more than 13 weeks in cases of personal leave, annual leave, long service leave, workers' compensation or during peak trading periods.
- 4.1.7. A team member engaged for fixed term employment will only be engaged for a maximum of 13 weeks in any 1 year. However, fixed term employment may occur for a maximum of 104 weeks in the case of parental leave as detailed in clause 5.14.
- a. An offer of fixed term employment may be made to a current team member or a new team member engaged for this purpose.
  - b. The Company may engage fixed term weekly team members as either full time or part time team members.
  - c. A fixed term weekly team member will receive all the benefits that apply to a weekly team member and will be paid a proportionate annual leave entitlement at the time of termination.
  - d. Prior to commencement of a period of fixed term employment, the team member will be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the fixed term of employment in the form of a roster.
  - e. It will be voluntary for an existing team member to accept fixed term full time or part time employment.
  - f. A team member who accepts a change to fixed term employment will not be disadvantaged with respect to their terms and conditions of employment.
  - g. If an existing team member varies their employment contract to a fixed term employment contract, the team member will, at the conclusion of the fixed term period, revert to a position of employment, which is no less advantageous to the team member than that which existed immediately prior to the fixed term employment.
  - h. Any fixed term employment in the case of a team member already in employment with the Company will be continuous for all purposes of this Agreement, including length of service.
- 4.1.8. An **exempt team member** will only apply to team members engaged on temporary managerial relief and will not apply to team members covered under any of the classifications specified in this Agreement.
- 4.1.9. The team member will be paid 'the exemption rate' which means a weekly wage equal to or greater than 125% of the weekly rate prescribed in this Agreement for a Grade 2 team member, exclusive of all allowances or loadings. If the team member is required to work an afternoon or night shift, then the team member will be paid the appropriate shift allowances as detailed in clause 3.4.1 and 3.4.2.
- a. Team members will assume the exemption rate on a voluntary basis only.
  - b. Any team member being paid at the exemption rate will work a maximum of 46 hours per week averaged over a 52 week period without payment of overtime loading.

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- c. This Agreement, with the exception of clauses 6.4 (Redundancy), 3.4.9 (Forklift), 3.5 (Superannuation) and Part 5 (Leave Provisions), will not apply to team members in receipt of the exemption rate.

#### 4.2. **ROSTERING**

- 4.2.1. All weekly team members will be given a regular commencing and ceasing time for each day. Subject to clause 6.3.1, this will not change unless 21 days' notice is provided in writing or less by mutual agreement. A copy of all rosters including any alterations will be kept and made available to the team member on request in writing.
- 4.2.2. All weekly team members will be rostered within the shifts prescribed in clauses 1.5.15, 1.5.16 and 1.5.17.
- 4.2.3. When changing or establishing a roster, the Company will follow the model consultation clause in Part 11 of this agreement.
- 4.2.4. The Company will give prompt and genuine consideration to matters, including family responsibilities raised about a roster change by the relevant team members when changing or establishing a roster.
- 4.2.5. When the company notifies the team member of the change, the relevant team member may appoint a representative for the purpose of consultation. The ordinary time hours of all weekly team members may be rostered on up to 5 days as per the following:
  - a. Monday to Sunday for all team members
  - b. Saved roster provisions apply for team members employed prior to 1993 as per clause 13.2
- 4.2.6. The introduction of new shifts would be employed by:
  - a. Volunteers
  - b. Weekly team members, subject to clause 13.2
  - c. Casuals
  - d. Overtime
- 4.2.7. Except by mutual agreement between a team member and the Company, all current full time team members as well as all new full time team members on engagement will work an agreed roster subject to clause 4.5 of not more than 19 working days or 152 ordinary time hours per 4 week cycle.
- 4.2.8. No team member will be required to commence work more than once on any 1 day except when the team member is completing mutually agreed make up time.
- 4.2.9. With the exception of those team members engaged in makeup time or working additional hours as per clause 4.3, all time worked outside of a team member's commencing and ceasing time according to their roster will be deemed to be overtime and paid accordingly.
- 4.2.10. If a team member agrees to any form of roster variation possible under this Agreement, then this varied roster will be worked for a minimum of a 3 month period or a lesser period by mutual agreement.
- 4.2.11. If a roster has been worked for a minimum of 3 months and a team member requests to move to another roster system, then the team member will be offered the first available changed roster system at the team member's current grade under the classifications detailed within this Agreement.
- 4.2.12. **Part Time** team members may be engaged subject to the following conditions:
  - a. The ordinary working hours of part time team members may be altered without 21 days' notice by mutual agreement and/or in the case of emergency and/or special circumstances.
  - b. Commencing and ceasing times may be altered to meet business needs. A team member will not be required to change their commencing or ceasing times if they are not available to work extra hours.

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#### 4.3. **ADDITIONAL HOURS**

- 4.3.1. Additional Hours are only available to part time team members.
- 4.3.2. A part time team member may volunteer to work additional hours in excess of their normal roster to a maximum of 38 hours in any week which will be paid at the ordinary wage rate on the basis of:
  - a. A written agreement accepted and signed by the team member to work additional hours.
  - b. Not in excess of daily or weekly maximum hours elsewhere provided in this Agreement without the payment of overtime.
  - c. In accordance with the relevant roster principles.
  - d. Paid at the ordinary wage rate plus applicable shift allowances and loadings.
  - e. Will be included in the calculation of annual leave, personal leave or long service leave.
- 4.3.3. The additional hours means that the part time team member has been offered and accepted additional working hours above those already rostered. Subject to the rostering provisions in 4.1.2, all hours worked up to 38 hours under written agreement will be deemed as additional hours. Any work performed outside the team member's roster, without written agreement will be paid at overtime rates.
- 4.3.4. A **casual** team member will be engaged for work on an hour by hour basis. No fixed rostering arrangements will apply to such team members. However, this will not prevent the Company and the individual team member arranging for a future time or times when the team member is to work.
- 4.3.5. For Order Selection, rostering and 'engagement' of casuals will be in the order of:
  - a. Grade 2 Team Members, then
  - b. Grade 1a Team Members, then
  - c. Grade 1 Team Members, then
  - d. Agency Hire Team Members

#### 4.4. **SHIFT PROVISIONS**

- 4.4.1. Subject to mutual agreement between the Company and any individual team member, no part of this Agreement will prevent the operation of shifts commencing at varying times or at times, which vary from the majority of team members working on such a shift, whether they be on day, afternoon or night shift.
- 4.4.2. All time worked by night shift before midnight on Sunday is deemed to be ordinary time and will be paid at the ordinary time rate.

#### 4.5. **ROSTERED DAY OFF**

- 4.5.1. Full time team members who work 19, 8 hour days as ordinary time hours in a 4 week cycle will be entitled to a rostered day off (RDO).
- 4.5.2. Where a RDO is observed, 24 minutes of each day worked will accrue as an entitlement to take the agreed rostered day in each cycle as a day off, with pay. This RDO will be paid based on 7 hours and 36 minutes with 4 equal payments being maintained over a 4 week cycle.
- 4.5.3. The roster will provide each team member with at least 14 consecutive days' notice in writing of the day the team member is to be rostered off.
- 4.5.4. RDOs are to be rostered over 5 days (Monday to Friday) provided that the 6 long weekends per year are protected or by mutual agreement in busy periods i.e. Mondays and Fridays are deferred to Tuesdays or Thursdays in quieter periods to make 4 day weekends e.g. Saturday/Sunday/Monday/Tuesday or Thursday/Friday/Saturday/Sunday.

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- 4.5.5. Team members whose shifts include Saturday or Sunday, may by mutual agreement only, take RDOs on these 2 days at their ordinary time rates (for clarity, excluding Saturday or Sunday loadings).
- 4.5.6. Team members will have the ability to bank up to, but not exceed 5 RDOs per year, provided that:
- a. RDOs are taken at a time of mutual agreement between the Company and the team member, and
  - b. Accrued RDOs are to be taken prior to the next wage increase each year which are 5 July 2021, 4 July 2022, 3 July 2023 or 1 July 2024. All team members will be paid out any banked full RDO's remaining prior to the next pay increase. The exception being where a team member has accrued RDO hours in their current 4 week cycle, these hours will be maintained to ensure the team member has their RDO in the current 4 week cycle.
- 4.5.7. A team member will not be required to work on their RDO unless the team member, by mutual agreement, elects to work on the day and where a team member so elects, all time worked will be deemed to be overtime and paid as such in accordance with clause 4.7 provided that:
- a. If a team member works on their RDO, they will be paid for the minimum of 4 hours at the overtime rate. Meal allowances will not be paid.
  - b. If there is mutual agreement between the Company and an individual team member, RDOs may be changed or substituted from the day rostered to another day agreed by the parties.
- 4.5.8. With the exception of meal allowance, all other allowances prescribed by this Agreement and paid for as part of the weekly rate of pay will be included in payment for the RDO.
- 4.5.9. A team member will not derive any additional benefit for RDOs falling within a period of annual leave.
- 4.5.10. A team member is only entitled to a maximum of 12 RDOs in any 12 month period of employment except in the team member's first year with the Company when annual leave is not taken for 1 year (52 weeks). In these circumstances, a maximum of 13 RDOs may accrue in the 12 month period.
- 4.5.11. When a team member's RDO falls on a public holiday as prescribed in the Agreement, the team member will by mutual agreement be paid in 1 of the following methods:
- a. Another day may be allowed off with pay within 60 days after the public holiday, or
  - b. Payment of an additional days pay exclusive of any allowances and loadings (equivalent to 1/5 of the ordinary weekly rate of pay).
- 4.5.12. If the employment of a full time team member is terminated by the Company or the team member during any 4 week working cycle before the team member's RDO, the hours accumulated towards the RDO will be paid at ordinary time, overtime rates will not apply.
- 4.5.13. Time spent off work as a result of an injury within the meaning of the *Workers' Compensation and Rehabilitation Act 2003* (and any amendments of that Act):
- a. Will not be counted towards any RDO.
  - b. Any time already accumulated towards a RDO or any complete RDO not taken at the time the injury occurs will not be lost to the team member concerned.
  - c. However, any full RDOs not taken prior to the next wage increase each year which are 5 July 2021, 4 July 2022, 3 July 2023 or 1 July 2024, with any full RDOs paid out.
  - d. If/when the team member is returned to work, the Company will either:

- 1) Allow the existing accumulated time towards a RDO, or
  - 2) Grant an RDO if a full day had been accrued, or
  - 3) Pay the team member for all time accrued.
- e. If the team member is not returned to work, the Company will pay the team member for all time accrued as part of any termination of employment payments.

### **Rosters Without RDOs**

- 4.5.14. By mutual agreement, a team member will be able to work their full time hours of 38 hours over a roster pattern of 5 days per week (with no RDO). Where a team member works this roster pattern there is no daily time accrual for RDO.
- 4.5.15. By mutual agreement, a team member may request (in writing to the company) to move to a roster which does not have an RDO.
- 4.5.16. Where a team member has requested to move to a roster option that does not have an RDO, after 12 weeks of working this roster, the team member will be able to return to an RDO roster option, by giving 2 weeks' notice (in writing to the company).

### **4.6. REST PAUSES AND MEAL BREAKS**

- 4.6.1. All team members are entitled to the following meal break and rest pause entitlements listed in the table below, subject to the remaining provisions of this clause.

<i>Length of Shift</i>	<i>Entitlement</i>
Less than 4 hours	Nil
Minimum of 4 hours but less than 6 hours	1 x 10 minute rest pause
Minimum of 6 hours but less than 7.6 hours	1 x 10 minute rest pause and 1 x 30 minute meal break
Minimum of 7.6 hours	1 x 20 minute rest pause and 1 x 30 minute meal break
Team members working 9 hours or more can elect to take	1 x 20 minute rest pause, 1 x 20 minute meal break and 1 x 10 minute meal break

- 4.6.2. A team member's ordinary daily working hours according to the team member's roster will be worked continuously except for a meal break. For afternoon and night shift team members this meal break will be a 30 minute paid meal break.
- 4.6.3. The meal break will be taken between the start of the 4<sup>th</sup> hour and be completed by the end of the 6<sup>th</sup> hour. A team member may however, by mutual agreement, take their meal break before the 4<sup>th</sup> hour or, at or after, the start of the 6<sup>th</sup> hour. A team member's meal break will be a regular set period each day of the week and will not be changed except on 7 days prior notice in writing.
- 4.6.4. The Company may waive the requirement regarding meal breaks which may be taken between the start of the 4<sup>th</sup> hour and the end of the 6<sup>th</sup> hour in the case of forklift operators engaged in unloading a truck.
- 4.6.5. Rest pauses will be taken in the Company's time and are exclusive of any agreed walking time to and from the lunchroom.

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- 4.6.6. Rest pauses subject to the minimum duration of 10 minutes will be taken at times to suit the convenience of the Company and based on the Company's operational needs.
- 4.6.7. Rest pauses cannot be taken in the first or last hour of a shift and cannot be taken within an hour of a meal break.
- 4.7. **OVERTIME**
- 4.7.1. All time worked in excess of the ordinary weekly working hours or outside the hours specified in clause 4.1 and 4.2 or outside the hours specified in the team member's roster (with the exception of additional hours as outlined in 4.3) will be deemed overtime and paid for at the rate of 150% for the first 3 hours and 200% thereafter.
- 4.7.2. When offering overtime to team members, it will be offered as evenly to all team members as possible based on the following principle. Overtime work will be offered to team members onsite in the first instance, further requirements for overtime will be offered in the successive order listed below:
- a. Permanent team members, then
  - b. Fixed term team members, then
  - c. Casual team members as per clause 4.3.5, then
  - d. Agency Hire team members.
- 4.7.3. If a team member is required to work overtime, all rest pauses and unpaid meal breaks prescribed in this Agreement will be observed.
- 4.7.4. If the team member is voluntarily involved in workplace meetings, the team member will on mutual agreement, be able to vary their individual shift starting and/or finishing times to allow the meetings to occur in ordinary time hours.
- 4.7.5. Payment for all overtime hours worked on Sunday will be paid at the rate of 200% of the applicable Ordinary wage rate for all team members with a minimum 2 hour engagement. Where a team member works an overtime shift commencing on a Sunday evening and that shift continues into the Monday morning, that entire shift will be paid at 200% of the applicable Ordinary wage rate.
- Rostering for Sunday Overtime Order Selection**
- 4.7.6. Sunday overtime for Order Selection will be offered to Company team members in any order, then lastly agency hire.
- 4.7.7. Disengagement on a Sunday will follow the same principle in reverse, with agency hire being disengaged before the Company's team members.
- 4.7.8. Disengagement will only occur after the team member has commenced their shift and worked the minimum engagement as specified in 4.7.5.
- 4.8. **MAKEUP TIME**
- 4.8.1. When a team member is absent from work for any reason for which leave is not prescribed under this Agreement, the team member will, with the consent of the Company, be able to make up such time by working an equivalent number of hours up to 1 full day in addition to their normal rostered hours within a single pay period.
- 4.8.2. The additional hours will be deemed to be ordinary hours and paid for at the ordinary time rate. In addition, team members will maintain applicable loadings and allowances payable had they undertaken their work as rostered but will not be paid any additional loadings or allowances due to the shift or day on which the make-up time is performed.



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## PART 5 LEAVE PROVISIONS

### 5.1. ANNUAL LEAVE

#### Annual leave entitlement

- 5.1.1. Weekly team members are entitled to annual leave in accordance with the Act.
- 5.1.2. Any weekly team members engaged to work ordinary hours on a rotating shift basis will be entitled to 1 week annual leave in addition to the entitlements detailed above.
- 5.1.3. For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a 'shiftworker' is a 7 day shift worker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

#### Taking of annual leave

- 5.1.4. Annual leave will be taken at a time mutually agreed by the Company and the team member.
- 5.1.5. Leave debits will be equivalent to the ordinary hours team members would have worked had they not been on paid leave. Annual leave will be paid and debited based on hours actually taken.
- 5.1.6. In respect to annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) will be no less than the sum of the following amounts:
  - a. The team member's ordinary wage rate as prescribed by this Agreement for the period of the annual leave.
  - b. A further amount calculated at the rate of 20% of the amounts referred to above.OR
  - c. The team member's projected shift roster for the period of annual leave, whichever is the greater.
- 5.1.7. Annual leave and the applicable leave loading or projected shift allowance will be paid in the normal pay cycle, during the leave period.
- 5.1.8. Annual leave will be exclusive of any public holiday which may occur during the period of annual leave and will be paid for by the Company pursuant to clause 5.1.4, 5.1.5 and 5.1.6, provided that:
  - a. In the case of a team member who works at least 4 hours at a grade higher than their ordinary pay rate immediately prior to taking leave will be paid at the higher rate for their annual leave.
  - b. In every other case at the ordinary rate payable to the team member concerned immediately prior to that holiday under this agreement.
- 5.1.9. The parties agree on the need for limitations on the number of team members on annual leave per week. These limitations would have to be in terms of the number of team members at the BRDC as well as being spread between individual shifts and classifications.

### 5.2. ANNUAL LEAVE AT HALF PAY

- 5.2.1. 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.

#### Eligibility

- 5.2.2. Weekly team members are eligible to apply for annual leave at half pay if:
- 5.2.3. All accessible long service leave has been exhausted, and
- 5.2.4. They have less than or equal to 8 weeks accrued annual leave.
- 5.2.5. Team members who have a current purchased additional leave salary sacrifice arrangement cannot take annual leave at half pay until any purchased additional leave arrangement ceases.

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### **Taking annual leave at half pay**

- 5.2.6. Eligible team members can apply for a maximum of 2 weeks annual leave at half pay during a 12 month period.
- 5.2.7. When team members apply for leave 'at half pay', they are applying for a period of paid leave and an equal period of unpaid leave. These periods of leave are taken one after the other, and pay for the paid leave taken is averaged over the full leave period.
- 5.2.8. This means that while team members are on leave 'at half pay' they will receive half of their normal weekly pay each week.
- 5.2.9. Annual leave at half pay can be taken at a time that is mutually agreed upon by the Company and the team member.
- 5.2.10. Public holidays that fall during a period of annual leave at half pay will be processed at the standard public holiday rate.

### **5.3. ANNUAL LEAVE CASH OUT**

- 5.3.1. The Company may agree to cash out part of a weekly team members' accrued annual leave, with the annual leave loading or projected shift allowance, in accordance with the Act, provided that in each case:
  - a. The team members' remaining accrued entitlement is not less than 4 weeks
  - b. Each cash out must be the subject of separate agreement in writing between the Company and the team member
  - c. The team member will be paid at the full amount that would have been payable to the team member had the team member taken the leave that the team member has forgone
  - d. Each request to cash out is made only once per calendar year.

### **5.4. EXCESSIVE ACCRUED ANNUAL LEAVE**

- 5.4.1. Where a team member has accrued annual leave in excess of 8 weeks, the Company may reasonably direct the team member to take 25% of this accrued leave after not less than 4 weeks' notice to the team member.

### **5.5. PURCHASING ADDITIONAL LEAVE**

- 5.5.1. Weekly team members can apply to purchase a maximum of 2 weeks of additional leave per Company financial year, using a salary sacrifice deduction scheme.

#### **Eligibility**

- 5.5.2. Weekly team members are eligible to apply for purchased additional leave if:
- 5.5.3. They have less than or equal to 4 weeks accrued annual leave at application, and
- 5.5.4. All accessible long service leave has been exhausted at the point of application
- 5.5.5. Part time team members will be entitled to this arrangement on a pro rata basis.

#### **Applying for purchased additional leave**

- 5.5.6. Weekly team members can apply for purchased additional leave at any time from the start of the Company's financial year until 1 May the following year.
- 5.5.7. Purchased additional leave can only be applied for in 1 or 2 week blocks.
- 5.5.8. Team members are required to complete and submit an "Application to Purchase Additional Leave" form to their Line Manager for approval.

#### **Taking purchased additional leave**

- 5.5.9. Purchased additional leave can be taken:
  - a. Only after all accrued annual leave has been taken, and
  - b. At any time during the Company's financial year

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- 5.5.10. Purchased additional leave can be taken at a time that is mutually agreed upon by the Company and the team member.
  - 5.5.11. Requests for taking purchased additional leave will be treated the same as requests to take annual leave.
  - 5.5.12. Purchased additional leave cannot be taken at half pay.

#### **Salary sacrifice deductions**

- 5.5.13. Team members will have their salary/wages proportionally deducted using a salary sacrifice scheme calculated on the current salary/wages based on the number of weeks they purchase.
- 5.5.14. Salary sacrifice deductions will commence the fortnight after the application is received with the last deduction concluding by 30 May of the financial year.

### **5.6. PUBLIC HOLIDAYS**

- 5.6.1. Weekly team members will be entitled to the benefit of all public holidays under the NES or as declared or gazetted by Federal, State or Local authority as per table 5.6.12.
- 5.6.2. Part time team members will receive a pro rata entitlement of non-rostered public holidays based on hours worked including ordinary and flexed up hours.
- 5.6.3. All work performed on a public holiday is voluntary.

#### **Part day public holidays**

- 5.6.4. Team members will not be entitled to any additional benefit or payment for a part day public holiday, unless the team member is normally rostered to work Ordinary hours during the hours of the part day public holiday or actually works the part day public holiday.
- 5.6.5. A permanent team member who is normally rostered and volunteers to work the part day public holiday will be paid 250% payment for up to ordinary rostered hours.
- 5.6.6. Where a team member who is normally rostered to work and who have not elected to work will be paid
  - a. 100% payment without deductions of pay for part day public holiday falling on Monday to Friday; or
  - b. When a part day public holiday falls on Saturday or Sunday, the team member will be paid their ordinary wage rate plus appropriate Saturday or Sunday loading for their ordinary hours of work on that day
- 5.6.7. Where a casual works a part day public holiday they will be paid 250% of the permanent part time rate for hours worked (up to their ordinary available hours) with a minimum of 4 hours.
- 5.6.8. Time in lieu and banked time will not be an available option for the part day public holiday.

#### **Order**

- 5.6.9. When work is performed on a public holiday, the Company will seek volunteers firstly from:
  - a. Full time team members, then
  - b. Part time team members, then
  - c. Fixed term team members, then
  - d. Casual team members as per clause 4.3.5, then
  - e. Agency hire team members

## Hours

### 5.6.10. Hours worked on a public holidays

- a. All shifts for work on a public holiday will be planned around the ordinary working hours of the permanent team member.
- b. For all team members, if an 8 hour shift is offered by the manager and accepted by the team member, 8 hours pay will be paid.
- c. For all team members, if a 10 hour shift is offered by the manager and accepted by the team member, 10 hours pay will be paid.
- d. Team members who work on a public holiday will be paid for a minimum period of 4 hours.
- e. All team members can, by mutual agreement, negotiate shorter hours of work. Team members will not be required to work any longer than the period originally agreed to work, however they may agree to work longer by mutual agreement.

## Substituted days

### 5.6.11. If there is a substituted day gazetted or proclaimed for a particular public holiday, the following will apply:

- a. If a team member is rostered to work on the actual public holiday **and** the substituted day, then that team member will elect which day is to be their public holiday and receive the standard public holiday benefits for that day. The other day will then be worked as a normal rostered day, without payment of any additional loadings, unless the actual public holiday is 25 December. In this case, a team member will be entitled to receive a loading of 50% of an ordinary days wages for working on that day.
- b. A team member who is rostered to work the substituted day and **not** the actual public holiday will receive public holiday loadings for work done on the substituted day. In this case, the team member will not receive any additional pay in relation to the actual public holiday.
- c. A team member who is rostered to work the actual public holiday and **not** the substituted day will receive public holiday loadings for work done on the actual public holiday. In this case, the team member will not receive any additional pay in relation to the substituted day.

## Pay rates

### 5.6.12. The below table outlines pay rate options for public holidays:

<i>Team Member Status and Roster</i>	<i>Public Holiday Benefit</i>
<b>Weekly</b> team members normally <b>rostered</b> and who have <b>volunteered</b> to work have the following options.	<ol style="list-style-type: none"><li>a. 250% payment for up to ordinary rostered hours worked, or</li><li>b. 150% for hours worked plus the equivalent Time Off In Lieu (TOIL) to be taken within 60 days after the public holiday. This TOIL will be paid out if it is not taken within the 60 days.</li></ol>
<b>Weekly</b> team members normally <b>rostered</b> to work and who have elected <b>not</b> to work on a public holiday have the following options.	<ol style="list-style-type: none"><li>a. 100% payment without deduction of pay when a public holiday falls on Monday to Friday, or</li><li>b. When a public holiday falls on a Saturday or Sunday, the team member will be paid their ordinary wage rate plus the appropriate Saturday or Sunday loading for their ordinary hours of work on that day.</li></ol>

<b>Weekly</b> team members on a <b>non-rostered</b> working day who have <b>volunteered</b> to work, have the following options.	<ul style="list-style-type: none"> <li>a. 250% payment for up to ordinary rostered hours worked and 100% for remaining ordinary rostered hours not worked, or</li> <li>b. 150% for hours worked plus the equivalent Time Off In Lieu (TOIL) to be taken within 60 days after the public holiday. This TOIL will be paid out if it is not taken within the 60 days.</li> </ul>
<b>Weekly</b> team members on a <b>non-rostered</b> working day who have elected <b>not</b> to work on a public holiday have the following options.	<ul style="list-style-type: none"> <li>a. An additional days pay without deduction of pay, unless the team member elects b. or c. below, or</li> <li>b. A Day Off In Lieu (DOIL), subject to mutual agreement, to be taken within 60 days after the public holiday, or</li> <li>c. An additional day of TOIL OT.</li> </ul>
<b>Casual</b> team members who work on a public holiday.	<ul style="list-style-type: none"> <li>a. 250% of the permanent part time rate for hours worked (up to their ordinary available hours), with a minimum of 4 hours.</li> </ul>
<b>Casual</b> team member who does <b>not</b> work on a public holiday.	<ul style="list-style-type: none"> <li>a. No payment.</li> </ul>

### Overtime on public holidays and part day public holidays

- 5.6.13. Any team member may, by mutual agreement, work more than their ordinary rostered hours on a public holiday and part day public holidays. Such work after their ordinary rostered hours will be paid at the rate of 300% for the first 3 hours and 400% thereafter.

### Special provisions for nightshift

- 5.6.14. A team member whose ordinary week commences on the night prior to a Monday public holiday may regard this shift as their public holiday and will instead work their ordinary hours on the shift commencing on the night of the public holiday.
- 5.6.15. A team member whose ordinary week commences on the night of a Monday public holiday, if mutually agreed to, may regard this shift as their public holiday.
- 5.6.16. For all public holidays, which fall on a day other than Monday, the public holiday for nightshift will be the night commencing prior and leading into the public holiday.
- 5.6.17. Night shift team members will have the following option when an entitlement to a day in lieu of a public holiday is owed:
- 5.6.18. The team member may elect 3 alternate dates of which the Company is required to accept one of these as the agreed date which is to be taken within 60 days (the day in lieu will be paid at the ordinary wage rate plus applicable shift allowances).
- 5.6.19. In the case of a public holiday falling on a Monday, team members whose ordinary hours include work on a Sunday, will by mutual agreement or by a recommendation of a majority of team members on the shift, not work on the Sunday immediately prior to the Monday public holiday and will instead work their ordinary hours on the Monday public holiday. Payment for the Sunday not worked will be at the ordinary time rate (i.e. not at the loaded rates detailed in clause 3.3) and payment for all time worked on the Monday public holiday will be made at a total of 250%.

### Casual team members

- 5.6.20. If a casual team member is required to work on a public holiday, they will be paid the permanent part time hourly rate in lieu of the casual rate of pay. Casual team members will not be paid the

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25% casual loading when working on a public holiday because of the other provisions of this clause.

### **Stand downs**

- 5.6.21. If a weekly team member is stood down by the Company during December and:
- Is re-employed by the Company before the end of the next January, and
  - Was employed by the Company for a continuous period of at least 2 weeks immediately before being stood down, then the Company must pay the team member at the ordinary rate payable to the team member immediately before the stand down for the Christmas Day, Boxing Day and New Year's Day public holidays between the stand down and re-employment.
- 5.6.22. Stand down in this clause includes dismissal.

### **5.7. PERSONAL/CARERS LEAVE**

- 5.7.1. Weekly team members are entitled to personal/carers leave in accordance with the Act.
- 5.7.2. Full time personal leave accrual will equate to 76 hours per 12 months of continuous service. Personal leave will be based on pro rata entitlements.
- 5.7.3. Unused personal leave is cumulative.

### **Taking personal leave**

- 5.7.4. Personal leave may be taken by a team member due to:
- The team members own illness or injury, or
  - To provide care or support to a member of the team member's immediate family (as defined in 1.5.24) or a member of the team member's household, who requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member (carers leave).

### **Notice and documentation**

- 5.7.5. Personal leave is subject to the following conditions and limitations:
- A team member is not entitled to paid personal leave for any period when they are entitled to workers' compensation.
  - It is expected that the team member will at least 1 hour within the team member's normal start time, inform the Company of their inability to attend for work, and as far as may be practicable, stating the reason for the absence and the estimated duration of the absence.
  - A team member who is absent from work through illness will provide a certificate from a duly qualified medical practitioner. The certificate will specify the nature of the illness of the team member and the period or approximate period during that the team member will be unable to work. Alternatively, the team member will provide evidence of illness to the satisfaction of the Company.
  - Subject to the team member having promptly notified the Company of their illness and of the approximate period of absence will be entitled to payment at the team members ordinary wage rates plus applicable afternoon or night shift allowance for all time the team member is absent from work, subject to the availability of personal leave entitlements. If a team member is absent from work on personal leave for a period of 3 consecutive shifts or more or a calendar day either side of a RDO or a public holiday, the team member will be required to produce documentation within 48 hours of the commencement of their next rostered shift in order to claim personal leave.

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## Documentation

### 5.7.6. Documentation means:

- a. The Company may not make any payment for any time a team member is absent from work without producing satisfactory evidence, where required, in support of a request for paid personal leave.
- b. The preference is a medical certificate issued by a medical health practitioner as defined in the Act.
- c. However, if it is not reasonably practicable to provide the Company with a medical certificate, a statutory declaration can be made by the team member.
- d. Team members may provide documentation in hardcopy or to an email address to Workforce Planning and their Team Leader or any other company nominated appropriate person or department.
- e. Unused personal leave is not paid out on termination for any reason.

## Unpaid carers leave

- 5.7.7. A team member may, subject to the Act take unpaid carers leave for the purpose of providing care and support for a member of their immediate family or a member of the team member's household who requires care or support because of personal illness, or injury of the member or an unexpected emergency affecting the member.
- 5.7.8. Unpaid carers leave can only be taken when the team member's entitlement to paid personal leave has been exhausted.
- 5.7.9. Unpaid carers leave is limited to a single unbroken period of 2 days or two separate periods of 1 day each or any separate periods totalling 2 days to which the Company and the team member agree.
- 5.7.10. Where the team member works a roster that includes a RDO, this will include 24 minutes or part thereof for each full or part day the team member is absent sick, with this 24 minutes or part thereof being accrued in the team member's RDO bank. The RDO will remain intact as a full day.
- 5.7.11. For each full or part day absent sick where no personal leave credits exist, the Company will deduct pay for the appropriate number of hours the team member is absent. This will not include 24 minutes or part thereof for each full or part day the team member is absent sick, where the team member works a roster that includes a RDO.
- 5.7.12. When a team member takes personal leave or carers leave on a Saturday where Saturday is part of that team member's ordinary time roster, or a Sunday where Sunday is part of that team member's ordinary time roster, such personal leave will be paid on the basis of the ordinary wage rate plus any applicable amount for non-rotating afternoon or non-rotating night shift under clause 3.4.1 and 3.4.2. However, the Saturday or Sunday loading under clause 3.3 will not be included.

## 5.8. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 5.8.1. The Company recognises that team members who experience domestic or family violence may need additional support to recover, settle, organise children, attend doctor's appointments, court appointments and related activities. The Company will make every effort to provide such support and will treat such matters with confidentiality.

## Entitlement

- 5.8.2. A permanent team member experiencing family or domestic violence may:



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- 5.8.3. Access paid family and domestic violence leave of 5 days per year (pro-rata for a part time team member) at the team member's ordinary wage rate for the hours normally rostered to work. Leave does not accumulate from year to year,
- 5.8.4. Access unpaid family and domestic violence leave of 5 days per year. Leave does not accumulate from year to year,
- 5.8.5. Access personal leave, carer's leave, annual leave or leave of absence.
- 5.8.6. Leave may be granted for the purpose of seeking medical and legal assistance, for counselling, relocation or other directly related activities. Note, should the Company Policy and/or Legislation be amended in the future, and the terms of either exceed the provisions of this clause, the greater of the two entitlements will apply.
- 5.8.7. A team member who supports a person experiencing family or domestic violence may take personal/carers leave (as per clause 5.7) to accompany them to court or hospital or to mind children.
- 5.8.8. In order to support and provide a safe work environment to a team member experiencing family or domestic violence the Company will consider any reasonable request for:
- changes to their spread of hours or pattern of hours and/or shifts,
  - job redesign or change of duties,
  - relocation to a suitable location within the Company,
  - any other appropriate measures including those available under existing provisions for family friendly and flexible working arrangements.

#### **Notification**

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

#### **Documentation**

- 5.8.10. The Company may request reasonable supporting documentation from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence may be accepted, including, where appropriate, a Statutory Declaration.

#### **Confidentiality**

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

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

- 5.8.12. Where a team member accesses other forms of leave, such leave will be paid in accordance with the type of leave being taken by the team member.

### **5.9. COMPASSIONATE LEAVE**

- 5.9.1. For the purposes of this clause, immediate family is as defined in clause 1.5.24 of this Agreement.

#### **Paid leave entitlement**

- 5.9.2. Weekly team members are entitled to compassionate leave in accordance with the Act.
- 5.9.3. Weekly team members are also entitled to leave under this clause to the extent that it provides a greater benefit than the Act. The leave benefits in this clause are inclusive of, and not in addition to, any entitlement to compassionate leave under the Act arising in respect of the same circumstances.



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- 5.9.4. Weekly team members are entitled to a period of 3 days of paid compassionate leave after the death of a member of the team member's immediate family or a member of the team member's household.
  - 5.9.5. Weekly team members are entitled to a period of 3 days of paid compassionate leave for each occasion when a member of the team member's immediate family or a member of the team member's household:
  - 5.9.6. Contracts or develops a personal illness that poses a serious threat to their life, or
  - 5.9.7. Sustains a personal injury that poses a serious threat to their life.
  - 5.9.8. If a weekly team member is required to travel more than 400km one way to attend the funeral of an immediate family member or a member of their household, the team member shall be entitled to utilise 2 days of accrued personal leave subject to approval by the Company.
  - 5.9.9. In instances where a period of compassionate leave is taken by a team member for the purpose of spending time with a member of the team member's immediate family or household in circumstances as defined above, compassionate leave may be taken as:
  - 5.9.10. A single unbroken period of 3 days, or
  - 5.9.11. 3 separate periods of 1 day each, or
  - 5.9.12. Any separate periods of up to 3 days to which the team member and the Company agree.

#### **Notice and documentation**

- 5.9.13. A team member must provide documentation to the Company, as soon as reasonably practicable to be entitled to paid compassionate leave. Documentation means any written evidence the Company reasonably requires of the illness, injury or death of the member.
- 5.9.14. The documentation must meet the requirements of the Act.

#### **5.10. LONG SERVICE LEAVE**

- 5.10.1. The entitlement of a team member to long service leave will be as prescribed in the provisions of Chapter 2, Part 3 of the *Queensland Industrial Relations Act 2016* as amended from time to time.
- 5.10.2. Any team member may take their long service leave at half pay, which will result in them being on long service leave for double the period, which would otherwise be applicable.
- 5.10.3. Only a pro rata portion of any period of long service leave at half pay will count as service for the purpose of calculating accrual of service based entitlements (on the basis as if one half of the period of leave at half pay were made up of long service leave at full pay and the other half were made up of leave without pay). This means, for example, that accrual of annual leave, personal/carers leave and further long service leave will be on a pro rata basis.
- 5.10.4. Superannuation contributions will be made on a pro rata basis in respect of any period of long service leave taken at half pay.

#### **5.11. JURY SERVICE**

- 5.11.1. Weekly or fixed term team members will be allowed to attend jury service during paid hours on receipt of appropriate notice and documentation as prescribed by the Act. Casual team members are entitled to time off for jury service in accordance with this clause but will not receive any payment from the Company for time not worked.
- 5.11.2. In the case of jury service, the parties agree that where jury service (or time spent for a shift worker asleep in preparation for the next work shift as a result of performing jury service) results in loss of time at the workplace, the team member will provide to the Company the full jury service allowance paid to the team member excluding any additional amount received for expenses (e.g. travel expenses).

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- 5.11.3. In return, the Company will pay up to a full days wage (depending on the number of hours involved) for each day spent on jury service, including any allowances (e.g. shift allowances).
- 5.11.4. Where jury service can be met without any loss of time at the workplace (e.g. a shift worker or a team member on RDO) and work is performed in accordance with this Agreement, the jury service allowance will not be paid to the Company.
- 5.12. **DEFENCE FORCE SERVICE LEAVE**
- 5.12.1. A weekly team member will be allowed leave of up to a maximum of 6 weeks per calendar year to attend Defence Forces Reserve approved training camps.
- 5.12.2. During this leave, weekly team members who are required to attend full time training will be paid an amount equal to the difference between the payment received for attendance at camp and the ordinary wage rate plus shift allowance and loadings they would have received for working ordinary time during that period.
- 5.12.3. To receive payment, a team member will provide the Company proof of attendance and proof of the Defence Forces Reserve rate of pay and total payment received for the time spent training.
- 5.12.4. Team members seeking to take Defence Force Service leave must provide notice to the Company at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.
- 5.13. **STATE EMERGENCY SERVICE (SES) LEAVE**
- 5.13.1. Weekly team members involved in recognised voluntary services including SES and firefighting will be entitled to up to 2 weeks per year paid time off to attend to emergency situations.
- 5.13.2. It will be the responsibility of the team member to keep the Company informed about the time off needed to attend to emergency duties.
- 5.13.3. The team member's rate of pay will be the ordinary wage rate plus shift loadings and applicable loadings for the period of leave. To receive payment, a team member will provide the Company proof of attendance to the emergency situation. In the event the team member receives payment for attending the emergency, the team member must advise the Company as soon as possible of the payment and that amount will be deducted from the team member's wages within the next pay period.
- 5.13.4. Paid time off for emergencies that are not local will be limited to 2 days but may be increased depending on the nature of the emergency, for example major bushfire.
- 5.14. **PARENTAL LEAVE**
- 5.14.1. Team members are entitled to parental leave in accordance with the Act.
- 5.14.2. When the Company's policy on parental leave provisions exceed those contained in the Act then the policy provisions will apply as amended from time to time.
- 5.14.3. On request to the Company, a team member will be provided a copy of the Company's current parental leave policy and relevant legislation, which covers such leave.

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## PART 6 TERMS AND CONDITIONS OF EMPLOYMENT

### 6.1. CONTRACT OF EMPLOYMENT

- 6.1.1. On engagement, a team member will be informed by the Company of their basis of employment - full time, part time, casual or fixed term as defined in Part 4 of this Agreement.
- 6.1.2. On engagement, the team member must present an acceptable form of proof of age and/or working rights in Australia.
- 6.1.3. Prior to commencement of employment all team members will be provided a formal letter detailing the following conditions of appointment:
- Position
  - Commencement date
  - Term of appointment
  - Probation period
  - Industrial instrument and Classification (including Grade)
  - Hours of work
  - Remuneration
  - Superannuation
  - Notice period required for termination of employment to occur.
- 6.1.4. The Company may direct a team member to carry out duties that are within the limits of the team member's skill, competence and training consistent with the classification structure of this Agreement.
- 6.1.5. The Company may direct a team member to carry out duties and use equipment as required provided that the team member has been properly trained and where necessary licensed, in the use of equipment.

### 6.2. TERMINATION OF EMPLOYMENT

- 6.2.1. Termination of employment by the Company will only occur when there is a valid reason (or reasons), based on either the team members capacity or conduct, or based on the operational requirements of the Company.
- 6.2.2. In the event of termination of employment, the Company will provide on request to the team member who has been terminated, a written statement specifying the period of employment and the classification or type of work performed by the team member.
- In order to terminate the employment of a weekly team member, the Company will give the team member the following notice in writing:

<i>Period of Continuous Service</i>	<i>Period of Notice</i>
<b>1 year or less</b>	1 week
<b>Over 1 year to not more than 3 years</b>	2 weeks
<b>Over 3 years to not more than 5 years</b>	3 weeks
<b>Over 5 years</b>	4 weeks

- In addition to the notice in clause 6.2.2.a, weekly team members over 45 years of age at the time of giving of notice and with at least 2 years continuous service will be entitled to an additional 1 weeks' notice.
- Payment in lieu of notice can be made by the Company in accordance with the Act. Employment may be terminated by part of the period of notice specified and part payment in lieu of notice.

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- d. In calculating any payment in lieu of notice, the ordinary wage rate of pay exclusive of allowances, loadings or shift loadings for the team member will be used or any greater amount prescribed by applicable legislation.
  - e. The period of notice in this provision will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal (such as but not limited to drunkenness, dishonesty, theft, abandonment of employment or failure to carry out a lawful instruction) or in the case of casual or team members on daily or hourly hire or team members engaged for a period of fixed term employment or for a specific task or tasks.
  - f. For the purpose of this clause, abandonment of employment will be defined as 3 consecutive days of absence without advice, contact or notification to the Company to explain the absence. Termination for abandonment of employment will not occur where it can be demonstrated to management that extreme or extenuating circumstances have prevented the team member or their agent from contacting the Company.
- 6.2.3. Team members are required to provide notice of termination in writing which will be the same as that required by the Company, except that there will be no additional notice based on the age of the team member concerned.
- 6.2.4. If a team member fails to give notice, the Company has the right to withhold monies due to the team member with a maximum amount equal to the ordinary wage rate for the period of notice.
- 6.2.5. During the period of notice of termination given by the Company to a weekly team member, the team member will be allowed up to 1 day off without loss of pay for the purpose of seeking other employment. The time off will be taken at a time that is convenient to the team member after consultation with the Company.
- 6.2.6. If requested, a Statement of Service will be provided to the team member on termination of service with the Company.
- 6.2.7. The period of notice of termination may be reduced to a minimum of 1 week by mutual agreement, provided in writing and acknowledged by both the Company and the team member concerned.
- 6.3. **INTRODUCTION OF CHANGE**
- 6.3.1. Team members may be transferred from one shift to another shift subject to the Company giving 21 days' notice in writing. In the event that a team member is transferred, the rostering arrangements contained in clause 4.2 of this Agreement will apply.
- 6.3.2. When the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on team members, the Company will notify the team members who may be affected by the proposed changes and the Union 28 days prior to the proposed change.
- 6.3.3. **Significant effects** include job losses, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or reduction of job opportunities or job tenure; the alteration of the hours of work; the need for retraining or transfer of team members to other work or locations and the restructuring of jobs.
- 6.3.4. When the Company has made a definite decision to introduce major change, it will follow the consultation clause in Part 11 of this Agreement.
- 6.3.5. The Company will consult with team members to fully explain the basis and operations of Engineered Work Standards and will seek to use it as a valid means of measuring performance and identifying the need for training and or warnings if necessary.
- 6.3.6. The Company will continue to train team members fully in the use of equipment and any further upgrading of the current or future systems.

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- 6.3.7. The Company will continue to invite greater participation from team members in working groups consisting of management and team members to examine and minimise obstacles to improve productivity, quality and safety within the workplace.
- 6.3.8. When an individual team member is able to demonstrate that their job function has changed significantly and substantially as a result of the introduction of different practice and procedures the team member may address this matter via clause 9.1.
- 6.3.9. When the Company's operations warrant the introduction of new shifts, consultation as outlined in Part 11 with the team members affected and their chosen representatives (if applicable) will take place in order to achieve suitable rostering arrangements within ordinary time.
- 6.3.10. A team member will not be directed to transfer to another distribution centre operated by the Company without the team members' consent. However, a team member may be able to transfer to another distribution centre operated by the Company by agreement between the Company and the team member.
- 6.3.11. Clause 6.3.10 does not apply in a redundancy situation or affect the operation of clause 6.4 of this Agreement.

#### 6.4. **REDUNDANCY**

##### **Application**

- 6.4.1. This clause applies to weekly team members covered by this Agreement.

##### **Discussions before terminations**

- 6.4.2. When the Company has made a definite decision that it no longer wishes the job the team member has been doing to be carried out by anyone and this is not due to the ordinary and customary turnover of labour and that the decision may lead to termination of employment, the Company will hold discussions with the team members directly affected and with the Union.
- 6.4.3. The discussions will take place as soon as possible after the Company has made a definite decision which will invoke the provision of clause 6.4.2 and will cover, amongst other matters, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the team members concerned.
- 6.4.4. For the purposes of the discussion the Company will, as soon as possible provide in writing to the team members concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of team members likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. The Company will not be required to disclose confidential information if the disclosure would be detrimental to the Company's interests.

##### **Transfer to lower paid duties**

- 6.4.5. When a team member is transferred to lower paid duties for reasons set out in clause 6.3.2, the team member will be entitled to the same period of notice of transfer as the team member would have been entitled to if the team member's employment had been terminated, and the Company may, at the Company's option, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

##### **Transmission of business**

- 6.4.6. Where a business is before or after the date of this Agreement, transmitted from the Company (in this subclause called 'the transmittor') to another employer (in this subclause called 'the transmittee') and a team member who at the time of such transmission was a team member of the transmittor in that business becomes a team member of the transmittee:

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- a. The continuity of the employment of the team member will be deemed not to have been broken by reason of such transmission, and
  - b. The period of the team member's employment with the transmitter and any prior transmitter will be deemed to be service with the transmittee.

#### **Time off work during the notice period**

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

#### **Severance pay**

- 6.4.10. In addition to the period of notice prescribed under this Agreement for ordinary termination, the Company will pay the following severance pay in respect of team members terminated due to redundancy:
  - a. 4 weeks' pay for each year of continuous service, or part thereof (where in excess of 1 year of service) - up to a maximum of 72 weeks.
  - b. Team members who have less than one year of service will receive 2 weeks' severance payment.
  - c. 'Weeks' pay' means ordinary wage rate plus shift loading.

#### **Team member leaving during the notice period**

- 6.4.11. A team member whose employment is terminated for reasons set out in clause 6.4.2 may terminate their employment during the period of notice and, if so, will be entitled to the same severance payment in accordance with clause 6.4.10.
- 6.4.12. In such circumstances, the team member will not be entitled to payment in lieu of notice.

#### **Incapacity to pay**

- 6.4.13. The Company, in a particular redundancy case may make application to FWC to have the general severance pay prescription varied based on the Company's incapacity to pay.

#### **Alternative employment**

- 6.4.14. A team member is not eligible for severance payments under this clause if the Company obtains for them acceptable alternative employment. This clause will not be applied to remove any right under the NES to the amount of redundancy pay specified in section 119 of the Act (unless, on application, FWC determines that a lower amount should apply).

#### **Exemption from redundancy clause**

- 6.4.15. This clause 6.4 will not apply to team members whose employment is terminated as a consequence of misconduct, casual team members or team members engaged for a specific period of time or for a specific task or tasks.

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6.5. **WORK PERFORMANCE**

- 6.5.1. To allow the BRDC to achieve a fair and reasonable productivity scale, the Company acknowledges the agreed principle of 'a fair week's work' for a 'fair week's pay'.
- 6.5.2. The parties to this agreement agree to the principle of every team member working to the best of their ability. It is agreed that should a team member's work performance be less than a suitable standard for that team member (i.e. not to the best of the team member's ability), then the provisions of clause 8.1 will apply in order to investigate and where appropriate rectify any concerns to the satisfaction of both parties.

6.6. **PROMOTION**

- 6.6.1. Permanent or reserve vacancies as determined by the Company above Grade 2 and up to and including Grade 6 will:
- a. Depend on actual availability of a position
  - b. Be advertised with the selection criteria applicable to the vacant role
  - c. Follow succession criteria
  - d. Be at the discretion of Management, and
  - e. Depend on the team members abilities and suitability to the position
- 6.6.2. With the exception of 6.6.3, a team member must be competent in duties as required at their grade before being considered for progression to a higher grade.
- 6.6.3. Grade 3 competent team members will have preference when being considered to be promoted to Grade 4; however Grade 2 team members can be promoted to Grade 4 without being competent in Grade 3 duties.
- 6.6.4. If there are no suitable applicants for an advertised position the Company may readvertise, postpone or withdraw the position.
- 6.6.5. On request, unsuccessful applicants will be provided reasons for non-selection.
- 6.6.6. In the case of a dispute, clause 9.1 will apply.

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## **PART 7    TRAINING, OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **7.1.    COMMITMENT TO TRAINING AND CAREERS**

- 7.1.1. It is acknowledged that varying degrees of training will be provided to team members in the BRDC. Training will be via internal and external training providers.
- 7.1.2. The Company commits to continuing such training as appropriate and improving training in cases where this is required.
- 7.1.3. The Company commits to encourage all staff to view retail distribution as an industry that has the capacity to provide them with an interesting career as they progress in the Company.

### **7.2.    WORKPLACE HEALTH AND SAFETY**

#### **Amenities**

- 7.2.1. The Company will provide a fit and proper meal room and the Company will permit team members to make use of the meal room during meal and rest periods for dining and resting. The meal room will comply with relevant legislative requirements.
- 7.2.2. Boiling water will be supplied by the Company to all team members using the meal room during meal periods.
- 7.2.3. A sufficient, continuous and easily accessible supply of filtered, purified or fresh drinking water having a temperature of not more than 24 degrees Celsius will be provided by the Company.
- 7.2.4. If more than 20 persons are employed at the one period, there will be provided in convenient positions at least 1 bubbler type drinking fountain fitted with a mouthguard.

#### **First aid**

- 7.2.5. The Company will provide and maintain at all times a suitable first aid cabinet. The cabinet will be easily accessible for all team members, access to running warm water, of dustproof design and clearly marked 'First Aid' with the name of first aid personnel printed on the outside of the cabinet.
- 7.2.6. Every first aid cabinet will contain adequate supplies which will comply with relevant legislative requirements.
- 7.2.7. A qualified Occupational First Aid Attendant (OFAA) will be available on all shifts to attend to any injuries sustained by team members during working hours. In the event an OFAA is required to perform duties and assist an injured person, the OFAA will attend to the injured person.
- 7.2.8. When more than 200 persons are employed at the one time the Company will also provide a casualty room which will comply with relevant legislative requirements.

#### **Health and safety committee**

- 7.2.9. The Company agrees that health and safety in the workplace is an issue of importance. The establishment of a Workplace Health and Safety Committee (WHSC) will assist to fulfil the requirements of the relevant legislation.
- 7.2.10. To ensure the site maintains the highest standards of safety, the Company will allow elected Workplace Health and Safety (WHS) representatives to conduct weekly safety inspections. The inspections will take place in accordance with relevant legislation during ordinary working hours. If any issues are raised by these inspections, the WHS representatives will notify the management of the site and the WHSC immediately.



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### 7.3. **ARTICLES TO BE SUPPLIED**

- 7.3.1. Team members will be supplied protective clothing. Team members may order up to 5 replacements (in any combination of shirts and or trousers) each year up to a month before their service anniversary date. During the first year of the agreement, team members will not be required to exchange any protective clothing to receive replacements unless the team member elects to do so. From the second year of the agreement onwards, replacement protective clothing will need to be exchanged (one for one in any combination) for recycling. Team members will be required to wear Company supplied clothing at all times.
- 7.3.2. Team members will be supplied with a jacket as a direct result of the requirement to work in extremes of temperature (i.e. in areas below 5 degrees Celsius and may also be required to work in the normal daily temperatures outside of the main buildings).
- 7.3.3. When forklift operators are required to work in temperature controlled areas or where temperatures are 2 degrees Celsius and below, the Company will provide additional protective clothing.
- 7.3.4. All team members who provide proof of purchase will be entitled to reimbursement of a maximum amount of \$130.00 on 1 occasion per calendar year for the purchase of 1 pair of safety shoes within the same year. Alternatively, team members can order safety shoes directly from the Company preferred supplier and pay any amount over \$130.00. The safety shoes are to be used for work purposes only, be a style approved by the Company and comply with the relevant Australian Standards.
- 7.3.5. Team members will be supplied with 1 high-vis polar fleece jumper per calendar year.
- 7.3.6. Suitable waterproof clothing and footwear will be made available to all team members required to work in the rain. The waterproof clothing will be maintained by the Company at the Company's expense in good repair in a comfortable, clean and hygienic condition and remains the property of the Company.
- 7.3.7. Team members engaged in cleaning duties will be provided with appropriate personal protective equipment/clothing and footwear for the undertaking of these duties.

### 7.4. **DAMAGED CLOTHING/EQUIPMENT**

- 7.4.1. Any clothing or equipment, which has been damaged in the course of work, may at the discretion of Management be either repaired or replaced.
- 7.4.2. A team member working in places affected by flood and/or fire will be paid for any damage or injury to clothing (including boots) caused by flood and/or fire.
- 7.4.3. If any dispute arises under this clause, reference will be made to clause 9.1.

### 7.5. **AGREEMENT POSTING**

- 7.5.1. A copy of this Agreement will be displayed in the BRDC in a prominent position to be easily read by team members. If a team member would like to obtain a hard copy of the agreement, they can request one from the Company.

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## PART 8 WARNING PROCEDURE

### 8.1. WARNING PROCEDURE

#### Verbal discussions

- 8.1.1. Generally, the company's preference is to have an informal verbal discussion with a team member prior to commencing the below warning procedure in relation to a team member's work conduct or performance. The intent of these discussions is to provide feedback to the team member to enable them to understand the company's concerns and provide the team member appropriate time to resolve these concerns.
- 8.1.2. Such informal discussions (including the use of written or electronic file notes) will not constitute a warning. However, for serious matters (including but not limited to serious safety concerns or serious misconduct) the company may still commence the below procedure as needed

#### Support Person

- 8.1.3. When a warning is to take place, the team member will be advised of their right to have a support person of their choice present, who may be a union representative. A support person should at first instance be sourced on site, however where there is not a suitable support person on site, the company will provide the team member a reasonable amount of time to organise a suitable support person. The team member may choose not to exercise their right to have a support person present throughout the warning.
- 8.1.4. The team member has the right to request the presence of a support person at any time throughout the warning, even if they initially choose not to exercise this right. At all stages of the warning procedure there will be an appropriate Company witness present

#### Procedure

- 8.1.5. After due investigation and when it is considered necessary to warn a team member, the time and date will be recorded on the appropriate Company Document.
- 8.1.6. Where an outcome under this procedure is not provided to a team member in a timely manner, the team member may raise a dispute under Part 9 Dispute Resolution of this enterprise agreement
- 8.1.7. At each step of the warning procedure, the team member will be informed that should their work conduct or performance fail to improve that further disciplinary action, including termination of employment, may occur.

#### First warning

- 8.1.8. The team member will be advised of the Company's concerns, the required action/s and the timeframe to remedy the concerns.
- 8.1.9. The team member will be given the opportunity to respond to the concerns raised by the Company.
- 8.1.10. A written record of the warning will be taken and the team member will be provided with a copy.

#### Second warning

- 8.1.11. If the concerns continue, the Company may proceed to a second warning. The second warning will take place as per clauses 8.1.8, 8.1.9 and 8.1.10.

#### Third and final warning

- 8.1.12. If the concerns continue, the Company may proceed to a third warning. The third warning will take place as per clauses 8.1.8, 8.1.9 and 8.1.10.
- 8.1.13. The team member will be advised that the third warning is a final warning.

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### **First and final warning**

- 8.1.14. If the Company deems the matter/issue to be of a serious nature or consequence that requires immediate improvement, the Company may proceed directly to 8.1.12. In these circumstances, the team member will be advised of the first and final warning.

### **Review of first and final or third and final warning**

- 8.1.15. If after either the first and final warning or the third and final warning, the concerns have continued, the team member will be required to attend a meeting that may result in termination of employment.
- 8.1.16. At all times throughout the warning procedure (other than in cases of dismissal), both parties will be able to access clause 9.1 (Dispute resolution).
- 8.1.17. In the case of instant dismissal as detailed in clause 6.2.2.e (Termination of employment), only clauses 8.1.3, 8.1.4 and 8.1.5 will apply. The team member will be given the opportunity to respond to the reasons for dismissal. A written record of the dismissal will be documented and the team member will be provided with a copy.

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## PART 9 DISPUTE RESOLUTION

### 9.1. DISPUTE RESOLUTION

- 9.1.1. A dispute is between a team member and the Company about:
  - a. A matter arising under this Agreement, or
  - b. In relation to the NES (except a dispute about whether the Company has reasonable business grounds under subsection 65(5) or 76(4) of the Act).
- 9.1.2. In the first instance, the matter will be discussed between the team member and the team member's line manager. At this stage or any subsequent stage, the team member has the option of enlisting the support of a representative of the team member's choice who may or may not be a Union representative.
- 9.1.3. If the matter is not resolved within 7 days or longer by mutual agreement, the team member and/or the representative of team member's choice may then raise the matter with the relevant Shift Operations Manager and Culture and People Partner.
- 9.1.4. If the matter is still not resolved within 7 days or longer by mutual agreement, the team member and/or the representative of team member's choice may then refer the matter to the BRDC Supply Chain Manager and Senior Culture and People Partner.
- 9.1.5. If the matter is still not resolved within 7 days or longer by mutual agreement, the team member and/or the representative of team member's choice may then refer the matter to the Queensland Supply Chain Manager and the Head of Culture and People Supply Chain.
- 9.1.6. If the matter has still not been resolved, either party may refer it to FWC for conciliation.
- 9.1.7. If the matter is not resolved by conciliation, the team member and/or their appointed representative may raise the matter with the relevant General Manager Culture and People. In instances where the team member elects to be represented by the Union, the National Secretary of the Union will represent the team member in discussions with the Company's relevant General Manager Culture and People.
- 9.1.8. If after clause 9.1.7, there is still no resolution and clauses 9.1.1 to 9.1.7 have been completed by either party, may ask the FWC to resolve the dispute by arbitration.
- 9.1.9. The decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision.
- 9.1.10. At any stage of this process, the team member has 7 days or longer by mutual agreement after receiving a response from the Company to progress to the next step or the dispute will be considered finalised.
- 9.1.11. It is a term of this agreement that while the dispute resolution procedure is being conducted work will continue as normal before the dispute arose unless a team member has a reasonable concern about an imminent risk to his or her health or safety.

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## PART 10 FLEXIBILITY - MODEL CLAUSE FWC

### 10.1. FLEXIBILITY OF WORK

10.1.1. The entitlement of a team member to flexibility is as prescribed in the provisions of Schedule 2.2 of the Regulations.

### 10.2. SCHEDULE 2.2 MODEL FLEXIBILITY TERM (REGULATION 2.08)

10.2.1. The Company and a team member covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a. The Agreement deals with 1 or more of the following matters:
  - 1) Arrangements about when work is performed
  - 2) Overtime rates
  - 3) Penalty rates or loadings
  - 4) Allowances
  - 5) Leave loading, and
- b. The arrangement meets the genuine needs of the Company and team member in relation to 1 or more of the matters mentioned in paragraph 10.2.1.a, and
- c. The arrangement is genuinely agreed to by the Company and team member.

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

- a. Are about permitted matters under section 172 of the Fair Work Act 2009, and
- b. Are not unlawful terms under section 194 of the Fair Work Act 2009, and
- c. Result in the team member being better off overall than the team member would be if no arrangement was made.

10.2.3. The Company must ensure that the individual flexibility arrangement:

- a. Is in writing, and
- b. Includes the name of the Company and team member, and
- c. Is signed by the Company and team member and if the team member is under 18 years of age, signed by a parent or guardian of the team member, and
- d. Includes details of:
  - 1) The terms of the enterprise agreement that will be varied by the arrangement, and
  - 2) How the arrangement will vary the effect of the terms, and
  - 3) How the team member will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and
- e. States the day on which the arrangement commences.

10.2.4. The Company must give the team member a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.2.5. The Company or team member may terminate the individual flexibility arrangement:

- a. By giving no more than 28 days written notice to the other party to the arrangement, or
- b. If the Company and team member agree in writing – at any time.

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## PART 11 CONSULTATION - MODEL CLAUSE FWC

### 11.1. MODEL CONSULTATION TERM (REGULATION 2.09)

#### Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion--provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- "relevant employees" means the employees who may be affected by a change referred to in subclause (1).

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## **PART 12 TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

### **12.1. FARES, TRAVELLING ALLOWANCES AND ACCOMMODATION**

- 12.1.1. When a team member is temporarily requested to work at another Distribution Centre operated by the Company on a day by day basis, the Company will pay the team member's reasonable travelling fares.
- 12.1.2. If any accommodation is required because of this transfer, then the Company will also pay reasonable accommodation expenses. In addition, the Company will pay the team member at the rate of 50% of the team member's ordinary wage rate (calculated on the basis of the applicable classification's weekly rate, divided by 38) for all time spent by the team member in travelling outside the normal working hours.

### **12.2. USE OF PRIVATE VEHICLE**

- 12.2.1. A team member who uses their private vehicle by agreement with the Company to attend to Company business will be compensated an amount for each kilometre travelled. The amount will be as per the rate specified for travel by the Australian Taxation Office (ATO) or the current Company policy (whichever is the greater).



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## PART 13 SAVINGS CLAUSES

### 13.1. SUNDAY PRE-1996 ORDINARY HOURS

- 13.1.1. Existing weekly team members as at 10 May 1996 will have a once only first right of refusal to work Sunday as part of ordinary time hours with the loading applicable for time worked on Sunday as specified in 3.3.

### 13.2. SAVED ROSTERING PROVISIONS FOR TEAM MEMBERS EMPLOYED PRIOR TO 1993

- 13.2.1. The ordinary time hours of all weekly team members may be rostered on up to 5 days as per the following:
- a. Monday to Friday for all team members engaged before 1 January 1989 or by mutual agreement with existing team members at that time, or
  - b. Monday to Saturday for all team members engaged before 23 September 1993 or by mutual agreement with existing team members at that time.

## APPENDIX A - WAGE RATES & ALLOWANCES

Appendix A: Wage rates & Allowances					
Clause 3.1.1: Weekly Team Member rates of pay	27 July 2020	5 July 2021	4 July 2022	3 July 2023	1 July 2024
		3.10%	3.15%	3.20%	3.25%
<b>Grade</b>					
Grade 1 p/w	\$985.91	\$1,016.47	\$1,048.49	\$1,082.04	\$1,117.21
Per hour	\$25.95	\$26.75	\$27.59	\$28.47	\$29.40
Grade 1a p/w	\$1,042.30	\$1,074.61	\$1,108.46	\$1,143.93	\$1,181.11
Per hour	\$27.43	\$28.28	\$29.17	\$30.10	\$31.08
Grade 2 p/w	\$1,332.10	\$1,373.40	\$1,416.66	\$1,461.99	\$1,509.50
Per hour	\$35.06	\$36.14	\$37.28	\$38.47	\$39.72
Grade 3 p/w	\$1,391.96	\$1,435.11	\$1,480.32	\$1,527.69	\$1,577.34
Per hour	\$36.63	\$37.77	\$38.96	\$40.20	\$41.51
Grade 4 p/w	\$1,411.93	\$1,455.70	\$1,501.55	\$1,549.60	\$1,599.97
Per hour	\$37.16	\$38.31	\$39.51	\$40.78	\$42.10
Grade 5 p/w	\$1,438.61	\$1,483.21	\$1,529.93	\$1,578.89	\$1,630.20
Per hour	\$37.86	\$39.03	\$40.26	\$41.55	\$42.90
Grade 6 p/w	\$1,491.90	\$1,538.15	\$1,586.60	\$1,637.37	\$1,690.59
Per hour	\$39.26	\$40.48	\$41.75	\$43.09	\$44.49
<b>Clause 3.1.6: Casual Per Hour</b>					
Grade 1 p/h	\$32.43	\$33.44	\$34.49	\$35.59	\$36.75
Grade 1a p/h	\$34.29	\$35.35	\$36.46	\$37.63	\$38.85
Grade 2 p/h	\$43.82	\$45.18	\$46.60	\$48.09	\$49.65
Grade 3 p/h	\$45.79	\$47.21	\$48.69	\$50.25	\$51.89
Grade 4 p/h	\$46.45	\$47.88	\$49.39	\$50.97	\$52.63
Grade 5 p/h	\$47.32	\$48.79	\$50.33	\$51.94	\$53.62
Grade 6 p/h	\$49.08	\$50.60	\$52.19	\$53.86	\$55.61
<b>Clause 3.4.1 &amp; 3.4.2: Shift work allowances</b>					
Afternoon shift p/hr (non rotating)	\$5.54	\$5.71	\$5.89	\$6.08	\$6.28
Night shift p/hr (non rotating)	\$7.25	\$7.47	\$7.71	\$7.96	\$8.22

Clauses 3.4.4 & 3.4.5: First Aid allowance					
Per week	\$16.56	\$16.56	\$16.56	\$16.56	\$16.56
Per shift	\$3.31	\$3.31	\$3.31	\$3.31	\$3.31
Clause 3.4.6 & 3.4.7 : Meal allowance					
Per occasion	\$16.56	\$16.56	\$16.56	\$16.56	\$16.56

**Clause 3.3: Saturday & Sunday  
Loading (All team members)**

Saturday loading:	
Current:	135%
4 July 2022	140%
1 July 2024	150%

Sunday loading:	
Weekly team members:	175%
Casual team members:	200%

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## APPENDIX B

### CASUAL CONVERSION - CURRENT NES PROVISION AT 1 JUNE 2021

#### Division 4A—Offers and requests for casual conversion

##### Subdivision A—Application of Division

###### 66A Division applies to casual employees etc.

- (1) This Division applies in relation to an employee who is a casual employee.
- (2) A reference in this Division to full time employment or part time employment is taken not to include employment for a specified period of time, for a specified task or for the duration of a specified season.

##### Subdivision B—Employer offers for casual conversion

###### 66AA Subdivision does not apply to small business employers

This Subdivision does not apply in relation to an employer that is a small business employer.

###### 66B Employer offers

- (1) Subject to section 66C, an employer must make an offer to a casual employee under this section if:
  - (a) the employee has been employed by the employer for a period of 12 months beginning the day the employment started; and
  - (b) during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full time employee or a part time employee (as the case may be).

Note: An employee who meets the requirements of paragraphs (a) and (b) would also be a regular casual employee because the employee has been employed by the employer on a regular and systematic basis.

- (2) The offer must:
  - (a) be in writing; and
  - (b) be an offer for the employee to convert:
    - (i) for an employee that has worked the equivalent of full time hours during the period referred to in paragraph (1)(b)—to full time employment; or
    - (ii) for an employee that has worked less than the equivalent of full time hours during the period referred to in paragraph (1)(b)—to part time employment that is consistent with the regular pattern of hours worked during that period; and
  - (c) be given to the employee within the period of 21 days after the end of the 12 month period referred to in paragraph (1)(a).

Note: If an offer is accepted, the conversion to full time employment or part time employment has effect for all purposes (see section 66K).

- (3) For the purposes of paragraph (2)(b), in determining whether an award/agreement free employee has worked the equivalent of full time hours, regard may be had to the hours of work of any other full time employees of the employer employed in the same position as (or in a position that is comparable to) the position of the employee.

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## 66C When employer offers not required

- (1) Despite section 66B, an employer is not required to make an offer under that section to a casual employee if:
  - (a) there are reasonable grounds not to make the offer; and
  - (b) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- (2) Without limiting paragraph (1)(a), reasonable grounds for deciding not to make an offer include the following:
  - (a) the employee's position will cease to exist in the period of 12 months after the time of deciding not to make the offer;
  - (b) the hours of work which the employee is required to perform will be significantly reduced in that period;
  - (c) there will be a significant change in either or both of the following in that period:
    - (i) the days on which the employee's hours of work are required to be performed;
    - (ii) the times at which the employee's hours of work are required to be performed;which cannot be accommodated within the days or times the employee is available to work during that period;
  - (d) making the offer would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.
- (3) An employer must give written notice to a casual employee in accordance with subsection (4) if:
  - (a) the employer decides under subsection (1) not to make an offer to the employee; or
  - (b) the employee has been employed by the employer for the 12 month period referred to in paragraph 66B(1)(a) but does not meet the requirement referred to in paragraph 66B(1)(b).

**Note:** If an employer fails to give notice to a casual employee, the employee has a residual right to request conversion to full time or part time employment in certain circumstances: see Subdivision C.

- (4) The notice must:
  - (a) advise the employee that the employer is not making an offer under section 66B; and
  - (b) include details of the reasons for not making the offer (including any grounds on which the employer has decided to not make the offer); and
  - (c) be given to the employee within 21 days after the end of the 12 month period referred to in paragraph 66B(1)(a).

## 66D Employee must give a response

- (1) The employee must give the employer a written response to the offer within 21 days after the offer is given to the employee, stating whether the employee accepts or declines the offer.
- (2) If the employee fails to give the employer a written response in accordance with subsection (1), the employee is taken to have declined the offer.

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## **66E Acceptances of offers**

- (1) If the employee accepts the offer, the employer must, within 21 days after the day the acceptance is given to the employer, give written notice to the employee of the following:
  - (a) whether the employee is converting to full time employment or part time employment;
  - (b) the employee's hours of work after the conversion takes effect;
  - (c) the day the employee's conversion to full time employment or part time employment takes effect.
- (2) However, the employer must discuss with the employee the matters the employer intends to specify for the purposes of paragraphs (1)(a), (b) and (c) before giving the notice.
- (3) The day specified for the purposes of paragraph (1)(c) must be the first day of the employee's first full pay period that starts after the day the notice is given, unless the employee and employer agree to another day.

## **Subdivision C—Residual right to request casual conversion**

### **66F Employee requests**

- (1) A casual employee may make a request of an employer under this section if:
  - (a) the employee has been employed by the employer for a period of at least 12 months beginning the day the employment started; and
  - (b) the employee has, in the period of 6 months ending the day the request is given, worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to work as a full time employee or a part time employee (as the case may be); and
  - (c) all of the following apply:
    - (i) the employee has not, at any time during the period referred to in paragraph (b), refused an offer made to the employee under section 66B;
    - (ii) the employer has not, at any time during that period, given the employee a notice in accordance with paragraph 66C(3)(a) (which deals with notice of employer decisions not to make offers on reasonable grounds);
    - (iii) the employer has not, at any time during that period, given a response to the employee under section 66G refusing a previous request made under this section;
    - (iv) if the employer is not a small business employer—the request is not made during the period of 21 days after the period referred to in paragraph 66B(1)(a).

**Note:** Nothing in this Subdivision prevents an employee from requesting to convert to full time or part time employment outside the provisions of this Division, or prevents an employer from granting such a request.

- (2) The request must:
  - (a) be in writing; and
  - (b) be a request for the employee to convert:

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(i) for an employee that has worked the equivalent of full time hours during the period referred to in paragraph (1)(b)—to full time employment; or

(ii) for an employee that has worked less than the equivalent of full time hours during the period referred to in paragraph (1)(b)—to part time employment that is consistent with the regular pattern of hours worked during that period; and

(c) be given to the employer.

Note: If a request is accepted, the conversion to full time employment or part time employment has effect for all purposes (see section 66K).

(3) For the purposes of paragraph (1)(b), in determining whether an award/agreement free employee has worked the equivalent of full time hours, regard may be had to the hours of work of any other full time employees of the employer employed in the same position as (or in a position that is comparable to) the position of the employee.

### **66G Employer must give a response**

The employer must give the employee a written response to the request within 21 days after the request is given to the employer, stating whether the employer grants or refuses the request.

### **66H Refusals of requests**

(1) The employer must not refuse the request unless:

(a) the employer has consulted the employee; and

(b) there are reasonable grounds to refuse the request; and

(c) the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of refusing the request.

(2) Without limiting paragraph (1)(b), reasonable grounds for refusing the request include the following:

(a) it would require a significant adjustment to the employee's hours of work in order for the employee to be employed as a full time employee or part time employee;

(b) the employee's position will cease to exist in the period of 12 months after giving the request;

(c) the hours of work which the employee is required to perform will be significantly reduced in the period of 12 months after giving the request;

(d) there will be a significant change in either or both of the following in the period of 12 months after giving the request:

(i) the days on which the employee's hours of work are required to be performed;

(ii) the times at which the employee's hours of work are required to be performed;

which cannot be accommodated within the days or times the employee is available to work during that period;

(e) granting the request would not comply with a recruitment or selection process required by or under a law of the Commonwealth or a State or a Territory.

(3) If the employer refuses the request, the written response under section 66G must include details of the reasons for the refusal.

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## **66J Grants of requests**

- (1) If the employer grants the request, the employer must, within 21 days after the day the request is given to the employer, give written notice to the employee of the following:
  - (a) whether the employee is converting to full time employment or part time employment;
  - (b) the employee's hours of work after the conversion takes effect;
  - (c) the day the employee's conversion to full time employment or part time employment takes effect.
- (2) However, the employer must discuss with the employee the matters the employer intends to specify for the purposes of paragraphs (1)(a), (b) and (c) before giving the notice.
- (3) The day specified for the purposes of paragraph (1)(c) must be the first day of the employee's first full pay period that starts after the day the notice is given, unless the employee and employer agree to another day.
- (4) To avoid doubt, the notice may be included in the written response under section 66G.

## **Subdivision D—Other provisions**

### **66K Effect of conversion**

To avoid doubt, an employee is taken, on and after the day specified in a notice for the purposes of paragraph 66E(1)(c) or 66J(1)(c), to be a full time employee or part time employee of the employer for the purposes of the following:

- (a) this Act and any other law of the Commonwealth;
- (b) a law of a State or Territory;
- (c) any fair work instrument that applies to the employee;
- (d) the employee's contract of employment.

### **66L Other rights and obligations**

- (1) An employer must not reduce or vary an employee's hours of work, or terminate an employee's employment, in order to avoid any right or obligation under this Division.

**Note:** The general protections provisions in Part 3 1 also prohibit the taking of adverse action by an employer against an employee (which includes a casual employee) because of a workplace right of the employee under this Division.

- (2) Nothing in this Division:
  - (a) requires an employee to convert to full time employment or part time employment; or
  - (b) permits an employer to require an employee to convert to full time employment or part time employment; or
  - (c) requires an employer to increase the hours of work of an employee who requests conversion to full time employment or part time employment under this Division.

### **66M Disputes about the operation of this Division**

#### **Application of this section**



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(1) This section applies to a dispute between an employer and employee about the operation of this Division.

(2) However, this section does not apply in relation to the dispute if any of the following includes a term that provides a procedure for dealing with the dispute:

- (a) a fair work instrument that applies to the employee;
- (b) the employee's contract of employment;
- (c) another written agreement between the employer and employee.

Note: Modern awards and enterprise agreements must include a term that provides a procedure for settling disputes in relation to the National Employment Standards (see paragraph 146(b) and subsection 186(6)).

### **Resolving disputes**

(3) In the first instance, the parties to the dispute must attempt to resolve the dispute at the workplace level, by discussions between the parties.

### **FWC may deal with disputes**

(4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the dispute to the FWC.

(5) If a dispute is referred under subsection (4):

- (a) the FWC must deal with the dispute; and
- (b) if the parties notify the FWC that they agree to the FWC arbitrating the dispute—the FWC may deal with the dispute by arbitration.

Note: For the purposes of paragraph (a), the FWC may deal with the dispute as it considers appropriate, including by mediation, conciliation, making a recommendation or expressing an opinion (see subsection 595(2)).

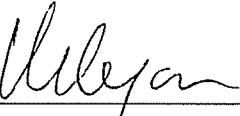
### **Representatives**

(6) The employer or employee to the dispute may appoint a person or industrial association to provide the employer or employee (as the case may be) with support or representation for the purposes of resolving, or the FWC dealing with, the dispute.

Note: A person may be represented by a lawyer or paid agent in a matter before the FWC only with the permission of the FWC (see section 596).

## SIGNED AS AN AGREEMENT

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

  
\_\_\_\_\_


Name: Mattie Ryan

Position: Supply Chain Manager - BRDC

70 Distribution St, Larapinta QLD 4110

Date: 21/06/2021

In the presence of:

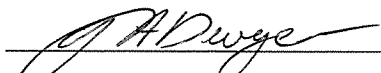
  
\_\_\_\_\_

Name: DANIEL LEONG

Position: Senior Culture and People Partner - QLD

Date: 21/06/2021

Signed for and on behalf of **The Shop, Distributive and Allied Employees Association (SDA):**  
**Level 6, 53 Queen Street, Melbourne, Vic 3000.**

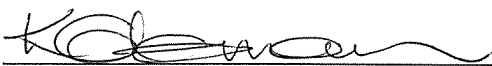
  
\_\_\_\_\_

Name: GERARD DWYER

Position: NATIONAL SECRETARY - TREASURER

Date: 25 - 06 - 2021

In the presence of:

  
\_\_\_\_\_

Name: KELLY COLEMAN

Position: —

Date: 25 - 06 - 2021

# SUCCESSION CRITERIA

The Succession Criteria is designed to promote a high performance culture and reward Team Members based on safety, experience, behaviour, attendance and tenure.

## APPLICATION

1. All Team Members can apply for any advertised job on any shift and on either side of the DC.
2. Jobs will be advertised on the noticeboard and SuccessFactors for a minimum of 2 weeks and will specify the minimum number of positions available for each role. All applications will be submitted through SuccessFactors and have the Succession Criteria applied. No late applications will be accepted. For assistance, contact People Services via the People Portal ([wowpeople.woolworths.com.au](http://wowpeople.woolworths.com.au)).
3. The Line Manager for the advertised role in consultation with other managers will evaluate the applicants against the Succession Criteria.
4. All applicants will be ranked against their point score in order, with the Team Member on the highest points being the successful applicant. In the event of 2 or more applicants achieving the same points, the decision on the successful applicant will be based on the applicants' tenure as described later in this document.
5. All applicants for the role will have their name, points and if they were successful or unsuccessful posted on the noticeboard for a minimum of 2 weeks after the position has been filled.
  - a. Successful applicants will be advised by their Line Manager within 30 days of a job advertisement's closing date (or the last interview/assessment for Grade 5 or Grade 6 roles, where applicable).
  - b. Unsuccessful applicants will be advised through SuccessFactors and be provided feedback upon their request to the Line Manager.
6. The Company reserves the right to remove or alter job advertisements at any time.
7. Team Members will have 1 week from the posting of successful candidates on the noticeboard to appeal decisions made in relation to the Succession Criteria and how it was applied. Team Members are required to follow the Dispute Resolution process detailed in the Woolworths Group Brisbane Regional Distribution Centre Enterprise Agreement 2021 (BRDC EA 2021) when lodging such grievances.
8. Some Grade 5 and Grade 6 roles may require interviews and assessments such as numeracy, verbal reasoning, personality profiles and demonstration of the leadership behaviours. These are to be used in conjunction with the Succession Criteria and will be listed in the advertisement. Points will qualify the candidates to participate in the interview and/or assessment process. The interview or assessment will be the deciding factor in the determination of the successful candidate/s.
9. Grade 6 training roles may have input from the relevant sections Team Leader or Team Coordinator.
10. This Succession Criteria application and evaluation supersedes all previous agreements, terms and conditions relating to Succession Criteria.

## EVALUATION

Measure	Short Description	Maximum points
<b>Attendance</b>	<ul style="list-style-type: none"> <li>Absences less than 1% of shifts = 20 points awarded.</li> <li>Absences between 1% and 4% of shifts = 10 points awarded.</li> <li>Absences 4% and over of rostered shifts = 0 points awarded.</li> </ul>	<b>20</b>
<b>Tenure</b>	<ul style="list-style-type: none"> <li>0.5 points for each completed year of service at the date of the advertisement (up to 20 years max).</li> </ul>	<b>10</b>
<b>Grade Experience</b>	<ul style="list-style-type: none"> <li>5 points will be awarded if you hold a Reserve or Rotation position in the permanent role you are applying for.</li> <li>3 points will be awarded if you hold a permanent role in the Grade of or below the position you are applying for.</li> <li>1 point will be awarded if you hold a Reserve or Rotation role for the Grade below the position you are applying for.</li> </ul>	<b>9</b>
<b>Formal Warnings</b>	<ul style="list-style-type: none"> <li>25 points will be awarded if you have not received a formal written warning within 6 months prior to the date of the advertisement.</li> </ul>	<b>25</b>
<b>Shift</b>	<ul style="list-style-type: none"> <li>10 points will be awarded if you have been on the same shift as the advertised position for a period of 6 months or more prior to the date of the job advertisement. For casual team members, this will be determined by the majority of shifts worked over the 6 months prior to the date of the job advertisement.</li> </ul>	<b>10</b>
<b>Location</b>	<ul style="list-style-type: none"> <li>5 points will be awarded if you have been employed in the same location as the advertised position for a period of 6 months or more prior to the date of the job advertisement.</li> </ul>	<b>5</b>

### Attendance

- Attendance will be calculated based on the Team Member's base roster over the 12 month period before the date of the advertisement.
- If absenteeism is:
  - less than 1% then 20 points will be awarded,
  - between 1% and 4% then 10 points will be awarded,
  - 4% and over, then 0 points will be awarded.
- Absenteeism is calculated only from leave that is:
  - Absent No Call - with Line Manager comments of attempted follow up,
  - Unpaid leave that is unplanned and undocumented in excess of entitlements (including part days).
- Casual team member's base roster over 12 months will be based on agreed rostered hours in the previous 6 weeks prior to the date of the advertisement.



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## **Tenure**

- Tenure is length of service calculated from your commencement date as a Woolworths Team Member. It does not include any time with Agency providers (eg. Manpower). Length of service is defined as time employed by Woolworths BRDC, plus any time employed by Woolworths at a Food and Liquor Distribution Centre in South East Queensland if the team member transferred to the BRDC due to non-continuing operations in that DC.
- For each completed year of service as a Woolworths Team Member you will be awarded a half point (0.5) for each year, to a maximum of 20 years.

## **Grade Experience**

- Team members who have changed shifts that held higher grades on the previous shift will have their Grade experience recognised as per the table above.

## **Formal Warnings**

- Records of discussion and informal discussions do not apply.

## **Shift**

- Shift refers to Day, Afternoon or Night shift as defined in the BRDC EA 2021.
- The successful applicant will move to the shift, engagement and rostered times that have been advertised.

## **Location**

- Location means the area of the DC that the Team Member works (eg. Ambient or Temperature Control). For Team Members that regularly work both sides, this will be based on the majority of their rostered hours, and in the event of a tie, their base location in SuccessFactors will be used.
11. The application of all or parts of the criterion outlined in the memorandum of understanding pertaining to the Succession Criteria may be exempted for an individual and/or group of team members for genuine circumstances. This can only occur by written mutual agreement between the company and the SDA, and signed by the Woolworths/ Primary Connect Site Supply Chain Manager and the SDA Queensland State Secretary, or their authorised nominees. Such agreement will have no effect unless such written agreement is signed by the authorised persons of both the company and the SDA.
12. This document and process will be reviewed on an as needs basis by mutual agreement between the BRDC Supply Chain Manager and the State Secretary of the SDA Union.

## ROTATION POOL – GRADE 2 ONLY

A Rotation Pool is a group of Team Members who maintain their current Grade 2 status, however can work in other functions within Grade 2.

The purpose of the Rotation Pool process is to provide a fair rotation of duties between Team Members in alternate duties. The process is underpinned by the principles of being fair, transparent and easy to understand and apply.

The Rotation Pool process will apply to all Team Members trained and competent in functions other than Order Selection.

### APPLICATION

1. Entry into the Rotation Pool is via advertisement. Jobs will be advertised on the noticeboard and SuccessFactors for a minimum of 2 weeks. All applications will be submitted through SuccessFactors and have the Succession Criteria applied. No late applications will be accepted. For assistance, contact People Services via the People Portal ([wowpeople.woolworths.com.au](http://wowpeople.woolworths.com.au)).
2. Successful applicants will receive notification via the noticeboard and email.
3. Upon becoming Grade 2, Team Members can apply to enter the Rotation Pool.
4. Grade 2 Team Members can hold a maximum of 2 Rotation roles in Grade 2 at any time.
5. Grade 2 Team Members that hold Reserve roles in grades above Grade 2 will not be in the Grade 2 Rotation Pool.
  - a. An exception applies to Team Members who exclusively hold a Grade 6 Reserve Pool function for the purposes of training Team Members in Grades 1, 1a and 2 functions.
6. All new entrants to the Rotation Pool will be allocated time as determined by the Company for training and skill development in that function within 6 months of accepting the role - except in the event of extenuating circumstances. All new entrants to the Rotation pool will receive an explanation on how the Rotation pool operates, as part of their training sign off.
7. Any further roles required within 8 weeks of the posting of successful candidates on the noticeboard will come from the previous applicants without the role being re-advertised.
8. The Company will maintain a database of Rotation Team Members for each function which forms the basis of decision making regarding allocation of work in functions other than Order Selection.
  - a. Captures data over a 2 week rolling period, currently there is up to a 2 day lag on information.
  - b. Information is system generated and will not allow manual input or intervention.
  - c. Team Members can request to view the database with any available Team Leader. Should a Team Member be unable to assist Team Member, the Team Member can request to view it with their Shift Manager.
  - d. Compares Team Members' time in their base function to time worked in other functions and is represented as a percentage.
  - e. Does not include hours allocated for training and skill development in that function as per point 6 above.

9. To ensure the Rotation Pool is understood and adhered to the following will be accessible:
  - a. Team Leaders will be trained in the operation of Rotation Pool.
  - b. Team Members in the Rotation Pool will be provided with at least a 30 minute training session on the operations of the Rotation Pool.
  - c. Team Members will have access to a QR code Query Form to raise queries on the operation of the Rotation Pool to have the matter investigated and responded to by Operations where the Team Member has been unable to resolve the matter with a Team Leader.
10. Rotation Pool Team Members can elect to resign from the Rotation Pool at any time without detriment. Resignation must be in writing and any subsequent re-entry into the Rotation Pool must follow the entry application process.
11. A probation period of 6 months will apply to all new entrants into the Rotation Pool. The purpose of this probationary period is for both parties to decide whether the Team Member is suited to working in the other function(s). The probationary period allows:
  - a. The Team Member to exit the Rotation Pool.
  - b. The Company to withdraw the Team Member for relevant disciplinary action or genuine lack of ability in the function.
12. When work becomes available in functions other than Order Selection, the Team Member in the Rotation Pool who is available and onsite, with that function and the highest percentage as determined by point 8.d above, will be utilised in that function.
13. Rostering of the Rotation Pool will be based on the generated and archived snapshot of Team Members' percentages to create a list for the following day's rostering.
14. If a Team Member has begun a function at an earlier time and then a Team Member arrives at a later start time with a higher percentage on their base function, on the list that was used for the day's rostering; the Team Member on the lower percentage will be stepped back to their base function.
15. When required to step back, a 30 minute grace period will be allowed for the Team Member to complete their tasks or to perform other functions to avoid idle time, unless directed by a Line Manager.
16. Any Team Member that elects to change shifts or location will lose their rotation role but remain in the Rotation pool on a "last in, first out" basis until they apply and are successful for an advertised Rotation Pool or permanent position.
17. Unreasonable refusal to complete work as directed by the Company in a function that a Team Member is trained and competent in may result in disciplinary action and may include removal from the Rotation Pool.
18. This process supersedes all previous agreements, terms and conditions relating to Rotation.



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19. In the event of a Team Member raising a grievance in relation to this process or its application, their concern will be reviewed in accordance with the Dispute Resolution process detailed in the Woolworths Group Brisbane Regional Distribution Centre Enterprise Agreement 2021.
20. The application of all or parts of the criterion outlined in the memorandum of understanding pertaining to the Rotation Pool may be exempted for an individual and/or group of team members for genuine circumstances. This can only occur by written mutual agreement between the company and the SDA, and signed by the Woolworths/ Primary Connect Site Supply Chain Manager and the SDA Queensland State Secretary, or their authorised nominees. Such agreement will have no effect unless such written agreement is signed by the authorised persons of both the company and the SDA.
21. This document and process will be reviewed on an as needs basis by mutual agreement between the BRDC Supply Chain Manager and the State Secretary of the SDA Union.



# RESERVE POOL

The Reserve Pool is a group of Team Members who maintain their base grade status and are used in higher grades at times of business need.

The purpose of the Reserve Pool is to provide a flexible workforce, to promote skill development and career pathways. The process is underpinned by the principles of being fair, transparent and easy to understand and apply.

## APPLICATION

1. Entry into the Reserve Pool is via advertisement. Jobs will be advertised on the noticeboard and SuccessFactors for a minimum of 2 weeks. All applications will be submitted through SuccessFactors and have the Succession Criteria applied. No late applications will be accepted. For assistance, contact People Services via the People Portal ([wowpeople.woolworths.com.au](http://wowpeople.woolworths.com.au)).
2. Successful applicants will receive notification via the noticeboard and by email.
3. Entry into the Reserve Pool is available to all Team Members that have progressed to Grade 2 and have been in that grade for a minimum of 6 months.
4. A probation period of 6 months will apply to all new entrants into the Reserve Pool. The purpose of this probationary period is for both parties to decide whether the Team Member is suited to working in the reserve function/s. The probationary period allows:
  - a. The Team Member to exit the Reserve Pool.
  - b. The Company to withdraw the Team Member for relevant disciplinary action or genuine lack of ability in the function.
5. A Team Member can only hold their base function and 2 reserve functions.
  - a. An exception applies to Team Members who hold a Grade 6 Reserve Pool function for the purposes of training other Team Members, who can have 3 reserve functions.
6. All new entrants to the Reserve Pool will be allocated time as determined by the Company for training and skill development in that function within 6 months of accepting the role - except in the event of extenuating circumstances. All new entrants to the Reserve pool will receive an explanation on how the Reserve pool operates, as part of their training sign off.
7. Any further roles required within 8 weeks of the posting of successful candidates on the noticeboard will come from the previous applicants without the role being re-advertised.
8. A Reserve Pool Team Member cannot complete a Rotation role.
  - a. An exception applies to Team Members who exclusively hold a Grade 6 Reserve Pool function for the purposes of training Team members in Grades 1, 1a and 2 functions.

9. Rostering of the Reserve Pool will be based on the generated and archived snapshot of Team Members' percentages to create a list for the following day's rostering.
10. If a Team Member has begun a function at an earlier time and then a Team Member arrives at a later start time with a higher percentage on their base function, on the list that was used for the day's rostering; the Team Member on the lower percentage will be stepped back to their base function.
11. When required to step back, a 30 minute grace period will be allowed for the Team Member to complete their current task or to perform other functions to avoid idle time, unless directed by a Line Manager.
12. Team Members will be selected in their highest grade of available work if they have a greater percentage. Business requirements will override this if there are not enough Team Members in the lower graded skill to complete the work.
13. Any Team Member that elects to change shifts or location will lose their permanent higher grade and remain in the Reserve pool as a "last in, first out" basis until they apply and are successful for an advertised Reserve Pool or permanent position.
14. A Team Member who is on a temporary shift change on another shift will be used on a "last in, first out" basis.
15. A Team Member that is successful in applying for an advertised role on another shift will enter the Reserve Pool on that shift, then the "last in, first out" rule does not apply.
16. The Company will maintain a database of Reserve Pool Team Members for each function which forms the basis of decision making regarding the allocation of work in functions other than the Team Member's base function.
  - a. Captures data over a 2 week rolling period, currently there is up to a 2 day lag on information.
  - b. Information is system generated and will not allow manual input or intervention.
  - c. Team Members can request to view the database with any available Team Leader. Should a Team Member be unable to assist the Team Member, the Team Member can request to view it with their Shift Manager.
  - d. Compares Team Members' time in their base function, to time worked in other functions and is represented as a percentage.
  - e. Does not include hours allocated for training and skill development in that function as per point 6 above.
17. To ensure the Reserve Pool is understood and adhered to the following will be accessible:
  - a. Team Leaders will be trained in the operation of Reserve Pool.
  - b. Team Members in the Reserve Pool will be provided with at least a 30 minute training session on the operations of the Reserve Pool.
  - c. Team Members will have access to a QR code Query Form to raise queries on the operation of the Reserve Pool to have the matter investigated and responded to by Operations where the Team Member has been unable to resolve the matter with a Team Leader.
18. When work becomes available in functions other than the base function, the Team Member in the Reserve Pool who is available and onsite, with that function and the highest percentage as determined by point 16.d above, will be utilised in that function.
19. A Team Member cannot hold or apply for roles below their base function unless they are going to step down to the Grade of the advertised position.



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20. Unreasonable refusal to complete work as directed by the Company in a function that a Team Member is trained and competent in may result in disciplinary action and may include removal from the Reserve Pool.
21. A permanent higher Grade will have precedence over the Reserve Pool Team Members on lower Grades if they are required to step down.
22. This process supersedes all previous agreements, terms and conditions relating to Reserve Pool.
23. In the event of a Team Member raising a grievance in relation to this process or its application, their concern will be reviewed in accordance with the Dispute Resolution process detailed in the Woolworths Group Brisbane Regional Distribution Centre Enterprise Agreement 2021.
24. The application of all or parts of the criterion outlined in the memorandum of understanding pertaining to the Reserve Pool may be exempted for an individual and/or group of team members for genuine circumstances. This can only occur by written mutual agreement between the company and the SDA, and signed by the Woolworths/Primary Connect Supply Chain Manager and the SDA Queensland State Secretary, or their authorised nominees. Such agreement will have no effect unless such written agreement is signed by the authorised persons of both the company and the SDA.
25. This document and process will be reviewed on an as needs basis by mutual agreement between the BRDC Supply Chain Manager and the State Secretary of the SDA Union.



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