

Claims of the Retail and Fast Food Workers Union at Apple

Unanimously Endorsed by Members on 22 August 2022

Made and pursued on behalf of those members who have appointed the Retail and Fast Food Workers Union as their bargaining representative.

That Apple include in the new agreement the following terms and conditions:

Wages

- \$31 per hour minimum base rate with all workers to receive annual wage and allowances increases of 5% or CPI + 2.5% (whichever is higher) for each year the agreement is in operation;
- Payment of the difference between wages earned and the wages that would have been earned had the minimum Award applied to workers since 1 January 2015 as Apple agreements pay less than minimum wages;
- 50% penalty rate for all workers between 6pm and 11pm on weeknights and Saturday;
- 100% penalty rate for all workers working on Sunday;
- 100% penalty payment for all work performed between 11pm and 9am on any day;
- The abolition of junior rates, disabled rates and all other discriminatory rates;
- A minimum uniform allocation of 5 shirts, replaced as required, at no cost to staff and a laundering allowance of \$1.50 per shift;
- That superannuation be paid at 12% for all workers and superannuation matching of up to 5% where the employer will match personal contributions dollar for dollar up to 5%;
- Healthcare Allowance of \$150 per week to be paid to all employees;
- Higher Duties Allowance for all times working in a higher role of the greater of 10% or the wage of the higher role, including during *experiences*, and a 10% allowance for all hours worked selling or completing carrier or finance contracts, and 10% allowance for all Genius Bar certified workers;
- TOIL cashed out at option of worker (at overtime rates) and TOIL option for public holidays worked;
- Workers without set unchanging rosters to be paid a 25% loading on all wages;
- Profit share, commission and performance pay structure for employees, at the store or national level;
- Workers to be paid their ordinary wages during any period of stand down without use of accrued leave;
- Personal leave to accrue at 15 days per annum and annual leave at 25 days per annum;
- Work from home allowance of \$150 per fortnight where directed to work from home (and it is safe to do so);
- All work outside ordinary rostered hours to be paid at 200% with a minimum paid period of 3 consecutive hours, including to respond to each WorkJam contact;

Job Security & Rosters

- No changes to rosters without agreement;
- Entitlement for a worker to change their rostered hours to meet any need identified by a medical professional;
- Minimum entitlement to 19 hours contracted per week for all workers except by written request, including but not limited to a Flexible Work Arrangement, and any such request is able to be withdrawn at any time;
- Entitlement to all minimum Award rostering rights and breaks rights including but not limited to:
 - Where work is performed on more than one shift in a day, the second shift be overtime;
 - 2 consecutive days off per week or 3 consecutive days off per fortnight;
 - Consecutive days off to include weekend days where a worker regular works weekends;
 - Minimum shift length of 4 hours;
 - Breaks to be rostered and meal breaks to be no more than 60 minutes;
 - Breaks to provide a meaningful period not working;
 - For part-time workers, set days which cannot change without agreement and set times on days;
 - 12 hour gap between shifts or paid at double time until 12 hour break given;
 - Meal break within 5 hours of starting shift or paid at double time until meal break given;
- Right for workers to access 10 days work from home per year;
- Right to reject any request to work overtime;
- Right to have full-time hours allocated across a four day week;

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Leave

- Annual leave to be granted where 4 week's notice is given to employer and not to be used for any purpose other than that agreed by worker;
- Annual leave loading to be paid at the higher of 17.5% and the ordinary penalty rates calculated for each hour;
- No requirement for evidence of personal leave for single day absences, no requirement to describe or explain nature of illness and statutory declaration accepted as evidence in all circumstances;
- Paid menstruation leave of 25 days per annum;
- Paid parental leave of 26 weeks for all workers;
- Paid leave for all workers experiencing domestic or family violence without capping;
- Comprehensive provisions for the protection and safe work of any person experiencing domestic or family violence as identified in the ACTU model clause for enterprise agreements (albeit paid leave will not be limited);
- 20 weeks paid gender affirmation leave;
- 10 days paid cultural leave, for all workers to meet any cultural commitment they identify;
- Paid leave for all First Nations People wishing to not work during NAIDOC week or during reconciliation week;
- 5 days compassionate leave to apply for any person with whom the worker has a close relationship;
- 10 days paid leave for attendance at industrial relations or dispute resolution training delivered by or for any industrial association;
- Long service leave to accrue at 13 weeks after 10 years' service, accruals accessible after 5 years and all accruals paid on termination of employment;

Other Conditions

- Paid rest breaks to be increased to 20 minutes exclusive of travel time;
- Free and readily accessible period care including sanitary items including in toilets and locker rooms;
- Unlimited indemnification for telecommunication, finance and insurance contract sales;
- Dedicated career progression pathways and support, particularly for workers over 50 years of age;
- Merit selection of all appointments and application of clear quotas to employ women, ethnically diverse workers, First Nations Workers and older workers;
- Fair allocation of work on an equitable basis – such as application of measurable targets;
- All intellectual property rights to be owned by the worker except where the intellectual property is specifically and clearly generated on the paid work time of a worker;
- No changes to the position, title, salary or type of employment without the agreement of a worker;
- A one year term for the Agreement;
- All classifications to be mapped against Award classification descriptors and where the relevant classification is at a higher level than the comparable level, paid a relativity loading comparable to the Award;
- 6 weeks' notice of any domestic or international travel and all costs associated with work travel, including travel costs, accommodation costs and food costs, to be reimbursed;
- Pay transparency for all workers and all classifications including by bands and by common metrics such as gender, and right to discuss wages and salary with others;
- Access to Flexible Work Arrangements be expanded to include the circumstance of Tertiary Education;
- Full dispute arbitration provisions without limit on actions available to the arbitrator, comprehensive status quo provisions and to apply to any workplace dispute;
- Right for workers to post any non-offensive notice relating to their employment on a dedicated notice board;
- Any other claim made during the course of negotiations;

These claims will be pursued by the Retail and Fast Food Workers Union for all employees who appoint the union as their bargaining representative. To appoint RAFFWU, join the union and send the following email with your name, address and store location to contact@raffwu.org.au:

I hereby appoint the Retail And Fast Food Workers Union Incorporated as my bargaining representative for the purposes of bargaining an Agreement with my employer and in any matter before the Fair Work Commission that relates to bargaining for the agreement.