

Claims of the Retail and Fast Food Workers Union at Woolworths Supermarkets

Endorsed by RAFFWU Members Unanimously on 1 March 2023

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

That Woolworths Group include in a new Enterprise Agreement of one year nominal length to cover store-based employees except the Store Manager, the following terms and conditions:

Wages

1. A living wage of at least \$29 per hour as a base rate with all loadings to be paid in addition to the rate;
2. Annual wage increases for each year the agreement is in operation of the higher of:
 - a. CPI in the 12 months ending on 31 March of each year,
 - b. 5%,
 - c. the percentile increase in the remuneration paid to the CEO, or,
 - d. the annual FWC Minimum Wage Increase plus 2%;
3. Uniforms:
 - a. of correct size for bakers to be thoroughly washed, pressed and left for wearing by Woolworths Group, and replaced when notified by any baker;
to be provided at no cost to workers and replaced as required, including:
 - b. safety boots (or up to \$300 towards the cost of boots where a worker chooses);
 - c. a minimum 2 pants and 3 shirts for all workers and 5 shirts for full-time workers; and
 - d. tee shirts in summer with the same minimum allocation as above;
4. Workers engaged on a casual basis to be paid full penalty & shift rates payable to non-casual workers;
5. The abolition of junior rates, supported wage rates, trainee rates and any other poverty rates
6. That superannuation be paid at 12% for all workers, irrespective of age, hours worked, income earned and including during all paid and unpaid leave, and all worked hours;
7. Payment for any shift for which a casual worker is rostered (irrespective of later cancellation);
8. Payment for any second or split shift, including for online training modules completed at home, at overtime rate with second shift a minimum of 4 hours;
9. A \$50 payslip correction allowance on any occasion an entitlement is not paid properly in the relevant pay period;
10. Right for workers to elect to work public holidays where a store trades on the public holiday;
11. Automatic higher duties allowance applied to workers when Department Manager is not in attendance, albeit no worker can be compelled to undertake higher duties;
12. An allowance of 10% for all hours worked in any shift where a worker is required to undertake backdock or unloading work;
13. Right to complete all online modules and any other work on shift and in store, including the reading of any work related emails or messages;
14. A paid meal allowance if the majority of a shift is worked during time when the store is closed;
15. Full restoration of 250% penalty rates for public holidays;
16. Paid allowance of \$25 per week for First Aid Officers, including Mental Health First Aid Officers;
17. Fridge allowance to be increased to \$1 per hour and paid for all hours worked where any work in a given pay period involves work in a refrigerated environment including the deli case, fridge cases and the like;
18. Freezer allowance to be increased to \$2 per hour and paid for all hours worked where any work in a given pay period would attract the allowance;
19. Overtime for shifts longer than 9 hours unless in an agreed 4 day full time week;
20. All meal breaks to be paid;
21. All work performed after 12pm on New Year's Eve and Christmas Eve to be paid at public holiday rates;
22. Allowance of additional 10% payable for all hours worked by trolley collectors or cleaners due to the nature of the work including cleaning and hot/wet/cold weather work in combination with agreed restrictions on the performance of work in accordance with the new policy (see claim below);

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23. Any back pay to include interest;
24. Confirmation all work performed beyond the rostered end time once a shift has commenced is paid at overtime rates;
25. All skilled non-trade employees to be classified at Level 4 and trades employees at Level 5;

Job Security

26. Abolish RT3 rostering system;
27. Right to a minimum shift length, for those who wish, of five hours for all current and future shifts;
28. Rest breaks for shifts of three (3) hours or more;
29. Minimum part-time contract to be 12 hours per week or 48 hours per roster cycle;
30. No changes to rosters without agreement and, where proposed by management, only following fully disclosed supporting documentation;
31. Casual workers to be entitled to convert to ongoing employment at the same fraction as the average hours worked over the preceding six months;
32. Part-time workers to be entitled to increase their contracted hours by the average hours worked as additional hours to the base contract on a six monthly basis with the hours increase to be permanent;
33. No additional appointments in a store until all workers employed on a casual or part-time basis have been offered the hours and no such worker, competent to perform the work, has applied to work those hours with a period of at least 14 days for notice to workers;
34. Right not to be transferred to another department without agreement and right to not work across two departments in the one shift;
35. Long Service Leave to be calculated and paid out irrespective of service in the event of redundancy as if the State Act provided an entitlement despite the service;
36. Transfer program to a suitable job for workers with health concerns;
37. Improved disability access for workers, including increased quiet hours, and more roles for workers with disabilities;
38. Right for workers to be properly trained and have skill competency assessment;
39. Optional four day work week for full time employees;
40. Right to work at other stores, including by way of transfer, without the intervention of managers and without reducing contracted hours;

Occupational Health and Safety

41. Guaranteed right to a healthy and safe workplace;
42. No worker to work alone in a department by increasing staffing of all departments;
43. Schedule of actions for abuse incidents in store including that
 - a. The store closes upon notification or observation of an abuse incident;
 - b. Abuse incidents be defined as any incident involving the abuse by a person of an employee of Woolworths, including verbal abuse, intimidatory actions, implied or actual threats, assaults and the like;
 - c. Police be called to attend the store to investigate and prosecute perpetrators;
 - d. Investigation by properly trained experts engaged by Woolworths that have no interest in re-opening the store before the incident is thoroughly investigated and systems put in place to ensure the same or similar abuse does not recur;
 - e. Identification of steps to be taken to prevent the same or similar abuse recurring;
 - f. Commitment in writing by Woolworths to implement the steps which may include steps to be taken before re-opening the store; and
 - g. The store to remain closed until the actions above have been taken;
44. Guaranteed minimum staffing levels which meet the requirements:
 - a. No worker to work alone in a department;

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- b. Minimum number of workers in larger departments—such as minimum 4 in a service department which has main checkouts, self-serve, express and service desk;
 - c. Store specific staffing level to be consulted at the store level and agreed at the department level in each store;
45. Comprehensive heating and cooling systems for all indoor areas to maintain thermal comfort, including loading dock;
 46. Comprehensive heat, cold and weather policy including additional breaks for working in hot areas with 15 minute per hour breaks when the temperature is above 25 degrees, 30 minutes per hour when the temperature is above 30 degrees and 60 minutes per hour breaks when the temperature is above 36 degrees, no outside work in heavy rain or storms and no outside work when temperature below 8 degrees;
 47. Gender diversity training to be provided to managers upon the request of a transgender or gender diverse worker with the training to be provided by a peer-only organisation in consultation with the worker making the request;
 48. Comprehensive sensitivity training for all staff on critical issues including queer issues, women's issues and cultural issues.
 49. Gender neutral changerooms and toilets, each of which are to be separate from male, female and disabled facilities, to be made available on all new sites and major refurbishments;
 50. Provision online and in hard copy on noticeboards all Risk Assessments for procedures and practices for which one exists, and all Product Safety Sheets (including for all equipment and chemicals used in the workplace)
 51. Woolworths representatives banned from attending the medical appointments of workers;
 52. Guaranteed provision of all Personal Protective Equipment (PPE) required for roles, in clean and good working order, including thoroughly cleaned jackets;
 53. Full equipment service log accessible to all workers identifying the maintenance service history of all equipment and next scheduled maintenance work;
 54. Risk assessments to be provided for all core functions, including the safe staffing levels for functions such as splitting and filling loads;
 55. Eyewash Shower Stations to be required at all stores;
 56. All employees to be paid and not at the workplace when floor stripping/sealing is occurring;
 57. Name badges to be optional and name displayed to be worker choice;
 58. All stores with the Direct-to-Boot option to have CCTV and secure corridor for team member safety and no direct-to-boot at night;
 59. Outside CCTV and floodlights for back-dock/night staff entry/exit door;
 60. Each store to have at least one security guard on site from 12pm to close;
 61. Paid first aid training for all workers who wish to access such training;
 62. Right for bakers to elect to alter rosters to commence work at a time they choose (such as 10pm, 2am, 3am or other time);

Leave

63. Full rates paid during all periods of leave and public holidays, including any penalty rates and loadings;
64. Leave accruals to be granted on each anniversary date in advance;
65. 25 days (5 weeks) of annual leave;
66. Reintroduce Broken Hill additional week of annual leave and increase Broken Hill allowance to \$2 per hour;
67. Annual leave to be granted where 4 weeks' notice is given to employer;
68. 15 days paid sick leave for all workers, including casual workers, with no evidentiary burden for single days;
69. Paid parental leave of 26 weeks for all workers, regardless of gender, with no reference to carer primacy, including for surrogacy, adoption and permanent foster care;
70. Paid Cultural and Ceremonial Leave for all employees identifying as First Nations People to undertake cultural or ceremonial responsibilities including sorry business and NAIDOC week activities, and for workers from cultures for

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whom important cultural activities do not fall on established Public Holidays (such as Eid Festivals, Diwali and other relevant culturally important events);

71. Entitlement to all workers to have a day in lieu where a public holiday falls on a non-rostered day;
72. Union Picnic Day as an additional public holiday throughout Australia, including on Melbourne Cup Day in NSW;
73. Personal leave to be granted where notice is given by email, SMS or telephone;
74. 20 days paid carer's leave for the care of a "significant loved one" and additional to sick leave entitlement;
75. One day non-accruing leave on the occasion of a pet dying;
76. References to immediate or specific familial relationships for personal and compassionate leave to be removed and an acknowledgement that LGBT workers are often excluded from traditional family relationships;
77. 20 days paid additional leave for all workers experiencing intimate partner, domestic or family abuse-whether physical, emotional, mental, financial or otherwise-and additional paid leave as needed;
78. 20 weeks paid leave for transgender workers to access social, legal, or medical transition-related needs;
79. Right for all ongoing workers to accrue RDOs where they elect to accrue RDOs;
80. Right to leave without pay, including for one off events;
81. All shifts which occur across a Public Holiday and a day which is not a Public Holiday (such as overnight fill work) to be treated as Public Holidays;
82. Improved but optional WorkJam access, including shift swaps, and sick leave requests, with an allowance paid of \$20 per week for any employee who has WorkJam loaded on their device;
83. Guaranteed right to purchase additional leave including 48/52, 40/52, 5/6 or any other structure;
84. 10 days paid leave for attendance at industrial relations or dispute resolution training delivered by or for any industrial association;

Freedom of Association

85. Right to involve any union representative of a workers choice in any meeting between a worker and a manager;
86. All workers to have the choice of appointing a representative of their choice for any process under the agreement;
87. Recognition of the principle of Freedom of Association including the rights of workers to join and participate in any industrial association they choose;
88. A joint consultative committee to consider and consult over the implementation of the agreement made up of representatives elected by workers to be convened quarterly or within 14 days upon the request of any member of the committee;
89. Right for workers to post any non-offensive notice relating to their employment on a dedicated notice board;

Other

90. Free and readily accessible period care including sanitary items;
91. Fundamental right to disconnect outside of work hours from all communications;
92. Reimbursement for public transport fares for those workers who choose to travel to or from work by public transport;
93. Departmental gender target of 50% of persons other than cis-gendered males to be achieved through new hires into a department;
94. By majority vote of workers, right to elect to implement overnight fill rather than evening or day fill;
95. Requirement that management not unreasonably refuse a request for the timing of a worker's breaks;
96. Requirement that the employer establish in association with the relevant First Nations organisation in each community an acknowledgement of country artwork in a prominent location of the store, visible to customers and workers;
97. Increase tea break length to 20 minutes;
98. No term which is inferior in any way to an equivalent Award term; and
99. Any other claim made during the course of negotiations.