



## DECISION

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

**Winc Australia Pty Limited**  
(AG2018/7065)

### **WINC AUSTRALIA PTY LIMITED, RICHLANDS IN QUEENSLAND AND NATIONAL UNION OF WORKERS ENTERPRISE AGREEMENT 2018**

Storage services

COMMISSIONER LEE

MELBOURNE, 1 AUGUST 2019

*Application for approval of the Winc Australia Pty Limited, Richlands in Queensland and National Union of Workers Enterprise Agreement 2018.*

[1] An application has been made for approval of an enterprise agreement known as the *Winc Australia Pty Limited, Richlands in Queensland and National Union of Workers Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Winc Australia Pty Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The National Union of Workers 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) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 August 2019. The nominal expiry date of the Agreement is 31 December 2021.



COMMISSIONER

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2018/7065

**Applicant:**

Winc Australia Pty Limited

Section 185 – Application for approval of a single enterprise agreement

**Undertakings- Section 190**

I, Troy Swan, General Counsel & Company Secretary for Winc Australia Pty Limited give the following undertakings with respect to the Winc Australia Pty Limited, Richlands in Queensland and National Union of Workers Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Winc Australia Pty Limited to provide these undertakings in relation to the application before the Fair Work Commission;
2. Casual employees will be guaranteed not less than 4 hours' engagement every start; and
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

11 April 2019

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**Date**

Winc Australia Pty Limited, Richlands in  
Queensland

and

National Union of Workers

## **Enterprise Agreement 2018**

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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## 1. APPLICATION AND OPERATION OF AGREEMENT

### 1.1 Parties Bound

This Agreement shall be binding on:

- (1) The National Union of Workers (*the Union*);
- (2) Winc Australia Pty Limited, Queensland (*Winc*); and
- (3) All Full-Time, Part-Time and Casual employees engaged in the job classifications set out in this Agreement for work performed at the Building 4, 301 Orchard Road, Richlands in Queensland site (*the Site*).

### 1.2 Definitions

- (1) "Ordinary pay" shall mean the payment made to an employee for their ordinary hours excluding overtime, superannuation and allowances.

### 1.3 Commencement Date of Agreement

This Agreement shall commence seven (7) days after the date of approval by Fair Work Commission. The Agreement will have a nominal term of three (3) years - beginning from 1 January 2019, with a nominal expiry date of 31 December 2021. The Agreement will continue to have legal effect after the nominal expiry date and will continue to operate unless replaced by another agreement or terminated in accordance with the *Fair Work Act 2009* (Cth) (*the Act*).

This Agreement will apply to the exclusion of any other industrial instrument or legislation including transitional awards and agreements and notional awards and agreements that would otherwise have application to the employment except where specifically referred to in the Agreement.

### 1.4 Coverage of Agreement

1.4.1 The classifications within *Winc* covered by the Agreement include persons engaged in the following positions:

- (1) A storeworker, packer or sorter;
- (2) an assistant to a storeworker, packer or sorter;
- (3) an assembler, collector or checker of goods in the course of receipt or dispatch.
- (4) employees engaged in the reception, handling, storage, preparation, bottling, packing and delivery of goods and merchandise and processes and activities incidental or ancillary to such reception, handling, storage, preparation, bottling, packing and deliver.

within the Storeworker Levels 1 to 5 outlined in clause 4.1 of this Agreement.

1.4.2 All descriptions set out in this clause wherever expressed may be read either alternatively or collectively in any combination whatsoever.

### 1.5 Relationship with NES and Other Awards

1.5.1 Relationship with National Employment Standards



This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES) provided that where there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee shall take precedence.

1.5.2 Relationship to *Storage Services and Wholesale Award 2010*

A party to this Agreement shall comply with the terms of the *Storage Services and Wholesale Award 2010* as varied (***the Award***).

**1.6 No Extra Claims**

In consideration to the benefits delivered by this Agreement, the parties undertake that no further claims will be made in respect of any matter during the operation of this Agreement, unless such claim is agreed to by all parties.

**1.7 Interpretation**

In this Agreement:

- (a) Clause headings are for convenience only and do not affect interpretation.
- (b) Words importing the singular include the plural and vice versa; and
- (c) Words importing a gender include other genders.

**2. COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

**2.1 Consultation Term**

2.1.1 Winc will communicate as early as reasonably practical in relation to a definite decision by Winc to introduce a major change to production, program, organisation, structure or technology of its business and in circumstances where the change is likely to have a significant effect on employees. Winc will notify the employees who may be affected and also the Union. The parties agree to engage in the Consultation Procedure set out at Attachment B.

2.1.2 "Significant effects" include termination of employment, major changes in the composition, operation of size of Winc's workforce or in the skills required; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

**2.2 Savings Provision**

No employee shall, as a result of the making of this Agreement, suffer any loss of existing wages or other conditions to which they were entitled prior to the date of the coming into operation of this Agreement, unless agreed in writing by an employee

**2.3 Renegotiation of Agreement**

The parties agree to commence negotiations for a new collective arrangement to succeed this Agreement at least three (3) months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

**2.4 Disputes Settlement Procedures**

2.4.1 Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment of any employee and/or

as to any other industrial matter pertaining to the relations of Winc with the employees including any matter related to NES (including subsection 65(5) or 76(4) or a General Protection (not involving dismissal)) shall be settled in the undermentioned manner:-

- (1) The matter shall first be discussed between the aggrieved employee and their supervisor. The aggrieved employee may appoint another person to act on their behalf including a delegate of the Union.
- (2) If settlement is not reached within 24 hours the matter shall be discussed between the delegate, where appropriate, and the site manager or other appropriate officer of Winc.
- (3) If not settled the matter shall then be discussed between the Union organiser, where appropriate, and the appropriate representative of Winc.
- (4) If Agreement is not reached, the matter shall then be discussed between the Wincs Chief Logistics Officer and the appropriate state secretary of the Union, where appropriate. The provisions of this clause need not apply unless either the company or the Union requests otherwise.
- (5) If the matter is still not settled within 10 days it shall be submitted to a member of Fair Work Commission, whose decision shall, subject to any rights of appeal, be final and will be accepted by the parties.
- (6) At any time, any party can notify Fair Work Commission of the dispute for conciliation and or arbitration.

2.4.2 Until the matter is determined, the status quo will prevail, except in relation to the termination of an employee's employment. An employee may be suspended on ordinary pay while an investigation is being undertaken.

2.4.3 A nominated employee representative may be involved in any of the above steps.

2.4.4 In order to facilitate the procedure in clause 2.4.1:

- (1) The party with the grievance must notify the other party at the earliest opportunity of the problem;
- (2) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- (3) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

2.4.5 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of QLD occupational health and safety legislation, even if the employee has a reasonable concern about an imminent risk to his or her health and safety, the employee must not unreasonably fail to comply with a direction by Winc to perform other available work, whether at the same enterprise or another enterprise that is safe and appropriate for the employee to perform.

## **2.5 Consultative Procedures in the Workplace**

2.5.1 A Joint Consultative Committee shall be set up at each Site comprising of employees, the union delegate and management representatives.

- 2.5.2 The Joint Consultative Committee will negotiate with the view of reaching agreement upon issues at the Sites, including, but not limited to, training related issues.
- 2.5.3 Should matters remain unresolved at the local level with regards to any issue within two months of the issue having been raised at the consultative committee, these issues will then be negotiated subject to the Disputes Settlement Procedures in Clause 2.4.
- 2.5.4 In relation to 2.5.1, the Joint Consultative Committee will consist of the following members:
- 2 x Winc Management
  - 1 x Union Delegate
  - 2 x employees elected by a majority of the employees.

The two employee positions shall be vacated at the end of the term of the Agreement and elections shall be held to elect two new employee representatives (existing representatives may be re-elected).

### **3. WINC AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **3.1 Employee Duties**

- 3.1.1 Winc may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.
- 3.1.2 Winc may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 3.1.3 Any direction issued by Winc pursuant to this subclause shall be consistent with Winc's responsibilities to provide a safe and healthy working environment.

#### **3.2 Casual Employment**

- 3.2.1 Winc is committed to training and retaining a highly skilled workforce of Full-Time employees and will attempt to minimise the use of casual employees.
- 3.2.2 Casuals will only be offered overtime if Full-Time employees are unavailable.
- 3.2.3 All casual employees shall be paid by the hour. The casual hourly rate of pay will include a 25% casual loading and be calculated on Storeworker L1.

2019	2020	2021	Labour Hire Contractors
\$28.38	\$29.05	\$29.72	Relevant Award rate

- 3.2.4 Winc shall maintain a workforce ratio at the Sites of 80% permanent employees to 20% casual employees. This ratio may be based on business needs following consultation and agreement between the parties.

### 3.3 Part-Time Employment

#### 3.3.1 Part-Time employees may be engaged on the following terms:

- (a) Part-Time employees, for the purposes of this subclause, will be employed for less than 38 hours per week but not less than 15 hours per week on a regular and continuous basis. Where an employee requests to work less than 15 hours per week, Winc will consider this request and make a decision based on business needs.
- (b) Part-Time employees shall be rostered to work regular hours on regular days in accordance with the Agreement provisions for permanent employees. Changes to the roster shall only be made following consultation and by providing seven days' notice of such changes to either party.
- (c) Part-Time employees shall, for working ordinary time, be paid per hour one thirty-eighth of the weekly rate prescribed by this Agreement for work which the employee performs, and in addition shall be entitled to shift premiums on a pro rata basis, where applicable.
- (d) Part-Time employees shall be entitled to payments in respect of annual leave, personal leave, compassionate leave and statutory holidays arising under this Agreement on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with Clause (a) above.
- (e) A Part-Time employee who works outside the hours fixed pursuant to this subclause shall be paid overtime in accordance with Clause 5.4 of this Agreement.
- (f) Part-Time employees shall be entitled to equal access to all training and promotional opportunities.
- (g) Part-time employees shall not be subject to any form of discrimination in the case of redundancies
- (h) A Full-Time employee who wishes to:
  - (i) Convert to part-time employment shall be permitted to do so, if Winc agrees and subject to the conditions set out in this clause. If such an employee transfers from full-time to part-time employment all accrued entitlements shall be maintained and employment shall be deemed to be continuous provided that no break in service occurs. Following transfer to Part-Time employment accruals will occur in accordance with the provisions relevant to part-time employment in this Agreement.
  - (ii) A Full-Time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with Winc and recorded in writing.
  - (iii) No existing Full-Time employee shall be transferred by Winc to part-time employment without the written consent of the employee.

- (i) Subject to this clause Winc shall not terminate a Full-Time employee with the intention of re-employment as a part-time employee.

### **3.4 Performance management**

- 3.4.1 This clause does not apply to Casual or Probationary Employees or to the specific matters referred to in clause 3.6.13.
- 3.4.2 This process shall apply for each separate performance issue as stand alone, and is described below:
  - (1) No employee shall receive a counselling or written warning if they have not been provided with a copy of their job description and advised where procedures for their specific job may be found and been trained on the relevant work procedures.
  - (2) The supervisor/manager shall provide the employee with the material evidence to substantiate their description.
  - (3) The supervisor/manager explains what needs to change, when these changes shall occur and what actions will be taken to help the employee improve their performance to meet the requirements described.
  - (4) The supervisor/manager explains what shall happen if the employee's performance does not improve within the time specified.
  - (5) All employees shall receive one verbal warning before being issued with a written warning. However, if a situation is deemed appropriate to move to a different type of warning this may occur but only after consultation with the HR departments.
  - (6) Upon the third written counselling warning, employees will have their employment terminated;
  - (7) After twelve (12) months without further counselling, the employee's record shall be wiped clean (for this issue);
  - (8) When an employee is receiving a written warning, the Union Delegate or person of support shall be invited to be present, unless otherwise requested by the employee;
  - (9) If the required changes or improvement are again not made within the timeframe set during the second written warning session, a final written warning session will be held at which the employee's employment may be terminated with notice or payment or Ordinary Pay in lieu thereof as specified in Clause 3.6.1.
- 3.4.3 At regular intervals (minimum annually), Winc will complete staff appraisals for employees. An appraisal must also be completed at 21 months of the employee's employment in accordance with the classification definitions for Level 3. These appraisals will be completed by the employee's Shift Supervisor. These appraisals will be used to highlight an individual's performance record, their strengths and areas for improvement and also identify opportunities for personal development and training. These appraisals are to be signed by all parties to the appraisal process.

### **3.5 Redundancy**

- 3.5.1 The provisions of this clause are the minimum entitlements for employees in the event of redundancy.

#### **Discussion before Terminations**

- (i) Where Winc has made a definite decision that they no longer wish the job the employee has been doing to be done 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, Winc shall hold discussions with the employees, directly affected, any nominated employee representative or the Union.
- (ii) The discussions shall take place as soon as it is practicable after Winc has made a definite decision which will invoke the provisions of paragraph (i) hereof, and shall cover, inter alia, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations on the employee/s concerned.
- (iii) For the purpose of the discussion Winc, shall as soon as practicable, provide in writing to the employee/s concerned, their nominated representative or the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that Winc shall not be required to disclose confidential information, the disclosure of which would be adverse to its interests.

#### **Transfer to Lower Paid Duties**

- 3.5.2 Where an employee is transferred to lower paid duties for reasons set out in provision (3.5.1) hereof, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and Winc may, at Winc's option, pay compensation in lieu of notice 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.

#### **Time Off During Notice Period**

- 3.5.3 Where a decision has been made to terminate an employee in the circumstances outlined in provision (3.5.1) above, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 3.5.4 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Winc, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

#### **Notice to Centrelink**

- 3.5.5 Where a decision has been made to terminate employees in the circumstances outlined in provision (3.5.1) above, Winc shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employee likely to be affected and the period over which the terminations are intended to be carried out.

### **Payment on Redundancy**

3.5.6 An employee, whose employment is terminated for reasons set out in provision (3.5.1) above, shall be entitled to the following redundancy payments and notice:

- (a) Four weeks' ordinary pay for each year of completed service or part thereof capped at 70 weeks.
- (b) Four weeks' notice, or payment in lieu.
- (c) A further payment to employees aged 45 years or more of one week's notice.
- (d) A pro-rata payment of long service leave for employees with five years' service.
- (e) Payment of all accrued sick leave.

"Weeks' Pay" means the employee's hourly rate multiplied by 38.

3.5.7 The total must be calculated on the basis of:

- (a) the ordinary time rate of pay for the employee; and
- (b) the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and
- (c) any other amounts payable under the employee's contract of employment,

provided that these payments shall not exceed the amount which the employee would have earned if employment with Winc had proceeded to the employee's normal retirement date.

### **Employee Leaving During Notice**

3.5.8 An employee whose employment is terminated for reasons set out in clause 3.5.1(i) above, may terminate their employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with Winc until the expiry of such notice:

3.5.9 In such circumstances the employee shall not be entitled to compensation in lieu of notice.

### **Alternative Employment**

3.5.10 Winc, in a particular case, may make application to Fair Work Commission to have the general severance pay prescription varied if Winc obtains acceptable alternative employment for an employee.

### **Employees with Less Than One Year's Service**

3.5.11 This clause shall not apply to employees with less than one year's continuous service and the general obligation on Winc should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

**Employees Exempted**

3.5.12 This clause shall not apply:

- (1) where employment is terminated as a consequence of misconduct or poor performance on the part of the employee;
- (2) to casual employees; or
- (3) transmission of business (clause 3.7).

**3.6 Termination of employment (other than redundancy)**

**Termination by Winc**

3.6.1 In order to terminate the employment of a permanent Full-Time or Part-Time employee, Winc shall give the following notice:

Period of Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

Provided that the notice shall not be continued from week to week and that it shall not be counted as annual leave.

3.6.2 In addition to the notice in 4.6.1 above, employees over 45 years of age at the time of giving of notice and with not less than two years' continuous service shall be entitled to an additional week's notice.

3.6.3 Compensation shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period on notice specified and compensation for the remaining amount.

3.6.4 The compensation must at least equal the total of the amount Winc would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period.

3.6.5 The total must be calculated on the basis of:

- (1) the ordinary time rate of pay for the employee; and
- (2) the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and
- (3) any other amounts payable under the employee's contract of employment

3.6.6 The period of notice in this subclause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees.

3.6.7 The employment of a Casual Employee can be terminated at any time by the giving of one (1) hours' notice or payment in lieu thereof of no less than four hours Ordinary Pay.



- 3.6.8 The employment of a new Probationary Employee (casual or permanent) can be terminated at any time by the giving of one (1) weeks' notice or payment in lieu thereof of one week's Ordinary Pay.

**Notice of Termination by an Employee**

- 3.6.9 An employee shall give Winc notice of termination of employment as follows:

If an employee fails to give such notice Winc shall have the right to withhold one weeks' wages due to the employee.

Period of Continuous Service	Notice Period
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

This notice period may be varied subject to mutual Agreement by the parties.

**Time Off During Notice Period**

- 3.6.10 During the period of notice of termination given by Winc, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with Winc.
- 3.6.11 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Winc, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

**Statement of Employment**

- 3.6.12 Winc shall in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of their employment and the classification or type of work performed by the employee.

**Instant Dismissal**

- 3.6.13 Winc may terminate the employment of an employee without notice or payment in lieu thereof in the following circumstances. It is not the intention of this Agreement for the parties to be trivial or overzealous in this clause.
- (a) Charges of sexual harassment or other harassment found to be valid.
  - (b) Fighting or any violent act or conduct endangering the safety or health of others.
  - (c) Committing an act of fraud against the company, its customers or suppliers.
  - (d) Theft of employee or Winc property.
  - (e) Removing Winc property or the property of others from the premises without proper authorisation.

- (f) Defacing, destroying or damaging Winc property or the property of others.
- (g) Being under the influence of alcohol or illicit drugs while at work.
- (h) 'Possession, use, sale and/or distribution of illicit drugs on Winc premises.
- (i) Deliberate refusal or failure to follow the reasonable directive of a Supervisor or member of Management, or refusal to comply with an established procedure.
- (j) Being convicted of an indictable offence.
- (k) Other behaviour considered by Winc as serious enough to cause damage to the Company, its customers and suppliers.
- (l) Violates safety rules.

#### **Notification of Classification**

3.6.14 All employees shall be given written notification by Winc of their classification:

- (a) upon commencement for new employees;
- (b) within two weeks of entering into a classification or a promotion coming within the scope of this Agreement.

#### **Abandonment of Employment**

3.6.15 The absence of an employee from work for a continuous period exceeding three working days without consent of Winc and without notification to Winc shall be deemed as abandonment of employment. Reasonable efforts will be taken to contact the employee concerned during the three day period, if Winc is not successful in contacting the employee their employment will be terminated without further notice.

3.6.16 Termination of employment by abandonment in accordance with Clause 4.6.8 (a) shall operate from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

### **3.7 Transmission of business**

3.7.1 Where a business is, whether before or after the date of insertion of this clause in the Agreement, transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:

- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee. Redundancy benefits will not apply in circumstances of transmission of business.

## **4. WAGES AND RELATED MATTERS**

### **4.1 Classifications and wage rates**

4.1.1 The rates of wages payable to employees covered by this Agreement shall be:

Level	01/03/19	01/03/20	01/03/21	
Storeworker L1	\$ 862.74	\$883.01	\$903.32	
Storeworker L2	\$ 905.74	\$927.02	\$948.34	
Storeworker L3	\$ 980.57	1003.62	\$1026.70	
Storeworker L4	\$ 1053.54	1078.30	\$1103.10	
Storeworker L5	\$ 1126.85	\$1153.33	\$1179.86	

**NOTES:**

1. 2019 pay rate is applicable from 3 December 2018, this was an agreement in principle to adopt this Agreement which was reached 29 November 2018.
2. 2020 pay rate is applicable from 1 March 2020.
3. 2021 pay rate is applicable from 1 March 2021.

4.1.2 The wages specified in this Agreement represent a 2.4% in 2019, 2.35% in 2020 and 2.3% in 2021.

**Classifications definitions**

4.1.3 This clause should be read in conjunction with 8.1 (Training Program)

**Level 1 – First 12 months**

Subject to a satisfactory performance appraisal at three months the employee is then confirmed as a permanent employee.

**Level 2 – 12 to 25 months**

**Level 3 – After 24 months' employment and a satisfactory performance appraisal at 21 months**

**Level 4**

The skills required for Level 4 include, but are not limited to the following:

- Ability to work unsupervised
- Show initiative
- Strong Communication skills
- Ability to provide day to day work instructions to lower level staff
- Shows leadership capabilities
- Seeks training and development opportunities

Where an employee requires training to fulfil the requirements of Level 4, Winc will endeavour to have any training for this level completed within 3 months from time of appointment to Level 4.

## Level 5

In addition to the skills for Level 4, the employee must competently demonstrate the following:

- Ability to train other staff, including those at a lower level
- Demonstrated leadership skills

For all the above levels, where the employee performs work at an inadequate level, clause 3.4 (Performance Management) and 4.1.6 may be applied.

- 4.1.4 Vacancies for both level 4 and 5 positions will be advertised and the normal company recruitment and selection process followed. The employee's employment history with Winc will be considered in this process. Items such as, but not limited to, sick leave taken, disciplinary action, length of service and tardiness will be taken into consideration. For level 4 and 5 positions the successful applicant will be chosen by the *relevant supervisor and the more senior Manager*.
- 4.1.5 A three-month probationary period will apply to the successful applicant. The pay rise for each level will commence at the start of the probationary period.
- 4.1.6 In reviewing and classifying employees, Winc will apply the following conditions:
- (1) If an employee refuses to work/train or is otherwise unable to perform the work/training required of a particular classification, an employee may be reclassified to a lower level. If Winc has not provided the employee with reasonable opportunity to comply with this clause, the employee will suffer no consequence.
  - (2) An employee may advise Winc of their wish to step down to a lower level at any time. If an employee does so, they will not be eligible to be re-assessed and returned to a higher level until the next July or January.
  - (3) Whilst a skilled workforce is to be encouraged, an employee may refuse any offer by Winc to upgrade the employee to a higher grade.
  - (4) If Winc introduces a new process, Winc may require employees to undergo additional training and testing in order to retain their classification level. This sub-clause is to be applied with reference to Clause 2.1.
- 4.1.7 Promotion through the Storeworker Classifications other than as per Clause 4.1.8(6) and (7).
- 4.1.8 Subject to 4.1.8(6) and 4.1.8(7) below:
- (1) New employees at Winc will be employed as Storeworker Level 1. This is regardless of their experience prior to joining Winc.
  - (2) At the successful completion of their probationary period, each employee will be appraised by their Supervisor.
  - (3) Where the employee's performance warrants, the Supervisor has the ability to make a recommendation to the Manager to immediately promote this employee to Storeworker Classification 2.
  - (4) The recommendation will be considered by the Manager and where the Manager feels it is justified, approval shall be sought from the more senior Manager, whose decision will be final.

- (5) Where a recommendation in (3) is not made, the employee will proceed to the next Storeworker Classification in accordance with Clause 4.1.3 above.
- (6) Nothing in Clause 4.1.8 (1), prevents Winc, in an effort to employ individuals with specific skill sets/experience from advertising for (and subsequently appointing) an individual at a level higher than Storeworker Level 1. This is on the proviso that the position is advertised internally at Winc.
- (7) Sub-Clause (1) above would not apply to employees transferring to Winc Queensland from another Winc location – provided they have not had an absence of greater than three months from Winc. In this instance, they will be employed at a level which is representative of the skills and experience attained at the previous Winc location.

## **4.2 Mixed functions**

- 4.2.1 An employee who is at a classification higher than Storeworker 1, shall be available for short or long term reassignment in departments within the warehouse to meet business and staffing needs as they change, provided the new assignment is within their skill level. Where, following written instruction from a Supervisor, an employee, for a period of at least one day (7.6 ordinary hours), performs duties which form part of a classification which is higher than the employee's existing classification, then the employee will be paid for that time at the wage rate application to the higher classification.

## **4.3 Payment of wages**

- 4.3.1 All wages, including overtime, shall be paid once a fortnight up to and including the previous workday in each week, unless mutually agreed otherwise and shall be paid in Winc's time.
- 4.3.2 No more than two days' pay shall be kept in hand.
- 4.3.3 Wages shall be paid fortnightly by Electronic Funds Transfer directly into the employee's nominated financial institution account.
- 4.3.4 When an employee is discharged they shall be paid all wages as soon as practicable after the discharge and in any case within 48 hours after making application for the same except when a bank holiday or Sunday intervenes and if such employee is not so paid they shall, for such time as shall elapse between the discharge and the payment, be paid at ordinary rates of pay. Where payment is made by Electronic Funds Transfer and cannot be made within the prescribed period for reasons over which Winc has no control, the employee may elect to be paid by cheque within the prescribed period or to be paid by Electronic Funds Transfer within 72 hours without penalty.
- 4.3.5 Any error or mistake by Winc in calculating the amount to be paid to an employee which amounts to an underpayment of more than two (2) hours pay, will be corrected no later than two (2) working days of the employee notifying his or her manager of the error or mistake. Amounts of less than two (2) hours pay will be corrected in the next pay.

## **4.4 Allowances**

- 4.4.1 Wet Clothes - Where in the performance of their work an employee gets their clothes wet, they shall be paid double rates for all work so performed and such payment shall

continue until the employee is able to change into dry clothing or until they cease work for the day, whichever is the earlier.

- 4.4.2 First Aid Attendant - When an employee having the appropriate qualifications is appointed to act as a first-aid attendant, they shall be paid \$18.50 per week in addition to their ordinary rates of pay.
- 4.4.3 In relation to this appointment, the following conditions are applicable:
- (1) Winc reserves the right to make such appointments to a maximum of two per shift.
  - (2) In relation to employees who are appointed, it is the responsibility of the employee to maintain their qualifications to the appropriate level. The cost to the employee of maintaining the qualification will be reimbursed by Winc, subject to approval being granted prior to the costs being incurred.
  - (3) Where an employee does not maintain appropriate qualifications, Winc reserves the right to remove the allowance and make another appointment.
- 4.4.4 An employee required to work overtime for any period in excess of one hour after their rostered hours of work shall be paid an allowance as meal money. Provided that such meal allowance shall not be payable to an employee who can reasonably return home for a meal.

<b>Year 1</b>
\$14.27

Where notice of overtime has been given by Winc and arrangements have been made for a meal by the employee and the overtime is not worked, the meal allowances shall be paid.

## **4.5 Superannuation**

- 4.5.1 Subject to any legislative requirements, Winc is entitled to direct all superannuation contributions which it makes in respect of each employee under the Superannuation Guarantee Act, to a superannuation fund of their choice, the nominated Winc superannuation fund which may change from time to time or the Labour Union Co-operative Retirement Fund.
- 4.5.2 Each employee has the right to change their existing fund, and any subsequent selection of fund, within one (1) month of commencement of this Agreement and thereafter once during each year of this Agreement. To effect such a change the employee must advise Winc in writing of their superannuation choice, and become a member of the new fund selected. Until such time, Winc may continue to direct contributions to the incumbent fund.
- 4.5.3 Each employee shall have the option to contribute to their nominated fund by means of salary sacrifice. To effect such an arrangement, the employee must advise Winc in writing.
- 4.5.4 Employer-directed superannuation contributions are calculated on gross ordinary time earnings and prior to any salary sacrifice arrangements as per clause 4.5.3 above.

## **4.6 Safety net insurance**

- 4.6.1 Winc will provide coverage for all Full-Time employees under The Union's Safety Net Insurance Program as administered by IFS Insurance Solutions Pty Ltd. This Program will offer Income Protection Insurance. The nominated broker may change through the life of this agreement as long as agreed to by the majority of the employees. The maximum cost to be borne by Winc under this Program is 1% of an employee's gross salary (including penalty rates, shift allowance, bonuses and allowances). The terms and conditions of this Program have been supplied to each employee and are also displayed at the Sites. Eligibility for the safety net insurance is limited to employees employed by Winc up to and including 1<sup>st</sup> March 2016.

## **5. HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **5.1 Hours of work**

#### **Ordinary hours of work**

- 5.1.1 If you are a Full-Time employee the ordinary hours of work shall be an average of 38 per week. The ordinary hours of work prescribed may be worked on any five consecutive days in the week, the week is defined as being from Monday to Saturday inclusive, subject to:
- (1) Ordinary hours worked on a Saturday shall be paid at the appropriate weekend overtime rate specified in clause 5.5 (Saturday Work).
  - (2) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to Agreement between Winc and the majority of employees concerned.
  - (3) The ordinary hours of work shall be an average of 38 per week, to be worked on one of the following bases:
    - (a) 38 hours within a work cycle not exceeding seven consecutive days; or
    - (b) 76 hours within a work cycle not exceeding fourteen consecutive days; or
    - (c) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
    - (d) 152 hours (with a minimum of one RDO per four week period) within a work cycle not exceeding twenty-eight consecutive days.
  - (4) The ordinary hours of work prescribed may be worked on any five consecutive days in the week, Monday to Saturday inclusive, subject to the following:
    - (a) Ordinary hours worked on a Saturday shall be paid at the appropriate weekend overtime rate specified in clause 5.4 (Overtime).
    - (b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between Winc and the majority of employees concerned.

#### **Maximum Daily Ordinary Hours**

- 5.1.2 The ordinary hours of work prescribed herein except for meal breaks and rest pauses shall not exceed 10 hours on any day. Where the ordinary working hours are to

exceed 8 on any day, the arrangement of hours shall be subject to the agreement of Winc and the majority of employees concerned.

#### **Changing Ordinary Hours of Work**

- 5.1.3 The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided that there is agreement between Winc and the majority of employees concerned or failing agreement, by providing 14 days' notice to such employees.

#### **Observation of Start/Finish Times**

- 5.1.4 Employees are required to observe the nominated starting and finishing times for the work days, including designated breaks to maximise available working time. Preparation for work and cleaning up of employee's person shall be in the employee's time.

#### **Implementation of 38 Hour Week**

- 5.1.5 The parties to this Agreement have agreed the method of a 38 hour week shall be implemented to provide for rostered days off.
- 5.1.6 Different methods of implementation of the 38 hour week may apply to individual employees, groups or sections of employees in the business.

#### **Spread of Hours**

- 5.1.7 The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks and rest pauses, between 6:00am and 6:00pm. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between Winc and the majority of employees concerned.

#### **Miscellaneous**

- 5.1.8 Notwithstanding anything elsewhere contained in this Agreement, Winc may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding fifteen minutes) and may apply such proportion in the calculation of the working time of an employee who reports for duty after their appointed starting time or ceases duty before their appointed finishing time.
- 5.1.9 If Winc adopted a proportion for the aforesaid purpose they shall apply the same proportion for the calculation of overtime.

#### **5.2 Shift work**

- 5.2.1 Afternoon shift shall be determined by a shift finishing after 6:00pm and at or before midnight.
- 5.2.2 An employee working an afternoon shift shall be entitled in addition to their ordinary rate of pay, a penalty of fifteen percent loading for the entire shift.
- 5.2.3 Employees whose shift commences after 9:00pm – in addition to their ordinary rate of pay, a penalty of 30% loading for the entire shift will apply.

#### **5.3 Breaks**



### **Meal Breaks**

- 5.3.1 Not less than thirty minutes and not more than one hour shall be allowed for the meal break on each ordinary day worked and such meal break shall be taken after 4 hours and before 5 hours of commencement. An employee will not be expected to work for a period exceeding 5 hours without a break.

### **Alteration of Meal Breaks**

- 5.3.2 Except in case of emergency or with the Agreement of the majority of employees concerned one week's notice must be given by Winc to the employee/s of the intention to alter the meal period.

### **Payment for Work Done During Meal Breaks**

- 5.3.3 All work done during the recognised meal period shall be paid for at the rate of double time, such payment to continue until a meal break period has commenced.

### **Rest Pauses**

- 5.3.4 Every employee covered by this Agreement shall be entitled to a rest pause of ten minutes' duration in Winc's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 5.3.5 Provided that where there is Agreement between Winc and the majority of employees concerned the rest pause may be combined into one twenty minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.
- 5.3.6 Consent to combine the rest pauses shall not be unreasonably withheld by either party.

## **5.4 Overtime**

### **Requirement to Work Overtime**

- 5.4.1 Notwithstanding any other matters contained within Clause 5.3, the parties to this Agreement accept that in order to ensure the satisfactory and timely completion of Winc's daily routines, a reasonable amount of overtime will be worked where required. In all cases overtime will be requested by a Supervisor and reasonable notice will be provided to employees of the requirement to work overtime. Winc has a team-based working environment and as such all team members may be requested to work the required overtime. Nothing in this sub-clause however prevents a Supervisor from requesting individuals to work overtime to complete a specific task or tasks.
- 5.4.2 For the purposes of this sub-clause, reasonable notice shall be taken to mean two (2) hours prior to the normal finishing time.

### **Payment for Working Overtime**

- 5.4.3 All time worked outside or in excess of the hours prescribed by clause 5.1 of this Agreement shall be deemed overtime and shall be paid for at the rate of time and a-half for the first three hours on any one day and thereafter at the rate of double time:
- 5.4.4 Provided that all overtime worked between midnight and the ordinary starting time shall be paid for at the rate of double time. This subclause shall not apply to where

overtime commences within one and a-half hours of the ordinary starting time which shall be paid for at the rate of time and a-half.

#### **Payment for shift workers**

- 5.4.5 Provided further all overtime worked by a shift worker during Monday to Friday shall be paid at double time. The overtime payment prescribed by this subclause hereof is in substitution for and not cumulative upon the shift work loadings determined by clause 5.2 of this Agreement.

#### **Crib Break**

- 5.4.6 When an employee is required to work overtime exceeding one hour after the usual ceasing time and works through the meal breaks they shall be paid double the appropriate rate for such meal break and such rate shall continue until such meal break is allowed.
- 5.4.7 Employees who are required to continue work after their usual ceasing time shall be entitled to a thirty minute paid crib break after 1.5 hours, or after one hour if overtime continues beyond 6:00pm.
- 5.4.8 After each further period of four hours the employee shall be allowed forty-five minutes for crib. No deduction of pay shall be made in respect of any such crib breaks.
- 5.4.9 An employee who is required to return to work to perform overtime between 12.01 a.m. Monday and midnight Friday (other than on statutory holidays), which work does not continue after the ordinary ceasing time, shall be entitled to a thirty minute crib break after the completion of each four hours of overtime worked and no deduction of pay shall be made in respect thereof: Provided that an employee who is required to report back to work to perform overtime of more than two hours, but less than four hours prior to the ordinary starting time shall be allowed thirty minutes crib break at the ordinary starting time for which the employee shall be paid at ordinary rates.

#### **Rest Period After Overtime**

- 5.4.10 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until they have ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of Winc such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to working time occurring during such absence. For the purposes of this subclause where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as interrupting the 10 hour break where the actual time so worked is less than a total of three hours on such recalls.

### **5.5 Saturday work**

#### **Crib time**

- 5.5.1 An employee who is required to work overtime on any Saturday on which overtime is outside the scope of that covered by clause 5.1 shall, if required to continue to work overtime for more than nine hours, be allowed thirty minutes for a crib after nine hours worked.

5.5.2 After each further four hours of overtime worked, the employee shall be allowed forty-five minutes for a crib.

5.5.3 No deduction of pay shall be made in respect of any crib break referred to herein.

**Minimum Payment**

5.5.4 Employees called upon to perform overtime work on Saturdays in accordance with this Agreement shall be paid the prescribed overtime rates with a minimum of two (2) hours for each time they are so called in to work.

**5.6 Sunday work**

**Crib time**

5.6.1 An employee who is required to work overtime on any Sunday on which overtime is outside the scope of that covered by clause 5.1 shall, if required to continue to work overtime for more than nine hours, be allowed thirty minutes for a crib after nine hours worked.

5.6.2 After each further four hours of overtime worked, the employee shall be allowed forty-five minutes for a crib.

5.6.3 No deduction of pay shall be made in respect of any crib break referred to herein.

**Minimum Payment**

5.6.4 Employees called upon to perform overtime work on Sundays in accordance with this Agreement shall be paid the prescribed overtime rates with a minimum of 2 hours for each time they are so called in to work.

**Penalty Rate**

5.6.5 All time worked on Sunday shall be paid for at the rate of double time.

**6. LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

**6.1 Annual leave**

**Annual leave entitlement – General**

6.1.1 Employees are entitled to annual leave in accordance with the National Employment Standards. Full-Time employees will be entitled to the equivalent of 20 days paid leave each year. Part-Time employees are entitled to this benefit on a pro-rata basis.

**Payment for Annual Leave**

6.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid for by Winc in advance at the request of an employee.

6.1.3 Where a public holiday falls within a period of annual leave, the day of the public holiday shall not be deducted from the employee's annual leave.

6.1.4 Annual leave shall be paid at ordinary rates of pay, exclusive of penalty rates.

### **Taking Annual Leave**

- 6.1.5 An employee shall request annual leave at least two weeks prior to taking annual leave.
- 6.1.6 Winc may arrange for the annual leave to be taken during the Christmas period.
- 6.1.7 Winc may direct you to take a period of leave in accordance with the National Employment Standards.
- 6.1.8 Where an employee has excessive annual leave accrued (20 days or more), Winc shall provide at least one (1) months' notice to an employee with excessive leave to take annual leave, unless otherwise agreed by Winc and the employee.

### **Proportionate Annual Leave on Termination**

- 6.1.9 Where the employment of an employee terminates, Winc shall provide payment for any accrued and unused annual leave.

## **6.2 Personal leave**

### **Personal leave entitlement**

- 6.2.1 Winc employees shall be entitled to ten (10) days of personal leave per annum in accordance with the National Employment Standards.
- 6.2.2 Personal leave shall be cumulative.

### **Notification and Proof of Sickness**

- 6.2.3 Every employee absent from work through illness on the production of certificate from a duly qualified medical practitioner of the employee and the approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of Winc and subject to having promptly notifying Winc of the illness and of the approximate period aforesaid shall subject as herein provided, be entitled to payment in full for all time they are so absent from work for any available sick leave.
- 6.2.4 Provided that it shall not be necessary for an employee to produce such a certificate for the employee's absence from work on account of illness for the first two days in each calendar year.
- 6.2.5 Provided that it shall be necessary for an employee to produce such a certificate if the employee's absence from work on account of illness, is taken directly prior to or directly after a public holiday or day off attributed to accumulated time worked (RDO).
- 6.2.6 Should the employee not comply with the provisions set out in (6.2.4), (6.2.5) above the employee will not be paid.

## **6.3 Leave**

### **Use of Personal Leave**

- 6.3.1 An employee may use their accumulated personal leave to provide care and support for:
  - (a) Members of their immediate family; or
  - (b) Members of their household.

- 6.3.2 This may include a member of the employee's immediate family or household who is not sick but needs support, e.g. the mother in hospital, and the father caring for children, who are not ill.
- 6.3.3 An employee shall, if required, establish by production of a medical certificate or statutory declaration, that the person concerned is ill.
- 6.3.4 The term immediate family includes:
- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
  - (b) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 6.3.5 An employee shall, wherever practicable, give Winc notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify their Manager by telephone of such absence at the first opportunity on the day of absence.

#### **Unpaid Leave**

- 6.3.6 An employee can make an application for unpaid leave in accordance with the National Employment Standards.

#### **Time off in Lieu of Payment for Overtime**

- 6.3.7 An employee may elect, with the consent of Winc, to take time off in lieu of payment for overtime at a time or times agreed with Winc to discharge a responsibility to care for or support a person within clause 6.3 whether sick or not.
- 6.3.8 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 6.3.9 Winc shall, if requested by an employee, provide payment for any overtime worked, where such time has not been taken within four weeks of accrual.

#### **Make-up Time**

- 6.3.10 An employee may elect, with the consent of Winc, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at ordinary rates.

#### **Grievance Procedure**

- 6.3.11 In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with clause 2.2 (Disputes Settlement Procedures).

### **6.4 Compassionate leave**

- 6.4.1 An employee will be entitled to a maximum of two (2) days paid compassionate leave with the production of satisfactory evidence when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a threat to his or her life;
- (b) sustains a personal injury that poses a threat to his or her life; or
- (c) dies.

6.4.2 An employee is entitled to use accumulated personal leave as additional paid compassionate leave where the period of compassionate leave entitlement is insufficient.

6.4.3 An employee with the consent of Winc, is entitled to use unpaid leave when a member of the employee's immediate family or household dies/ is seriously ill and the period of bereavement/compassionate leave entitlement is insufficient, and no accumulated personal leave is available.

## **6.5 Long service leave**

6.5.1 Employees will be entitled to long service leave in accordance with the relevant state legislation in which they are employed to work.

## **6.6 Parental leave**

6.6.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. Employees are entitled to parental leave in accordance with the National Employment Standards.

## **6.7 Community Service Leave**

6.7.1 An employee will be entitled to receive Community Service Leave in accordance with the National Employment Standards. Community Service Leave includes Jury Service and voluntary emergency management activities. An employee shall notify Winc as soon as possible for the date upon which they are required to commence Community Service Leave. Further, the employee shall give Winc proof of attendance, the duration of such attendance and the amount received in respect of such service. Winc reserves the right to request that an employee be excused from Jury Duty if it deems necessary.

## **6.8 Public holidays**

6.8.1 You shall be entitled, without loss of pay, to the public holidays that are gazetted in the state of Queensland, plus an additional Thank You Day. All Winc permanent and part-time employees will be entitled to the Thank You Day.

6.8.2 This additional day will be determined by Winc and will most likely be the next working day after the Boxing Day holiday.

6.8.3 No employees shall be entitled to receive more than one day per year as Show Day.

6.8.4 All work performed by an employee on a gazetted public holiday will be paid at the rate of double time and a half. Employees will be rostered to work a minimum of four hours on that day.

## **6.9 Training leave**

- 6.9.1 Upon written application by an employee to Winc, such application being endorsed by the Union and given to Winc at least one month in advance, such employee may be granted up to five working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses or seminars conducted by the Trade Union Training Australia Inc. or specific training courses approved by Trade Union Training Australia Inc. but conducted by the Union. The scope, content and level of such courses or seminars shall be such as to contribute to a better understanding of industrial relations within Winc's operations. Such training may include attendance at Winc or Union initiated courses conducted by any other organisation as agreed upon by the Union and Winc.
- 6.9.2 For the purpose of these provisions 'ordinary pay' shall mean at the ordinary weekly rate paid to the employee exclusive of penalty rates or any allowances for travelling times and fares.
- 6.9.3 The granting of such leave shall be subject to the following conditions:
- (1) The employee must be a paid up member of the Union, have at least 12 months' continuous service with Winc prior to such leave being granted, or be the elected Union delegate.
  - (2) Unless otherwise agreed the maximum number of employees granted training leave each year will be as follows:
    - Between 1 - 50 Union members 1
    - Between 51 - 100 Union members 2
    - Over 100 Union members 4
  - (3) The granting of such leave shall be subject to the convenience of Winc so that the operations of Winc will not be adversely affected.
  - (4) In granting such paid leave, Winc is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted by Winc to cover the absence of the employee.
  - (5) Leave granted to attend such training courses will not incur any additional payment or alternate time off if such course coincides with the employee's day off in the 19 day month working arrangements or with any other concessional leave.
  - (6) Such paid leave will not affect other leave granted to employees under this Agreement.
  - (7) On completion of the course the employee shall, upon request, provide to Winc proof of their attendance at the course. Non-attendance at a training course will result in the employee not being paid for such time and performance management if necessary.

## **7. TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

- 7.1 Where an employee is required to travel for work-related purposes, the Company's Travel and Entertainment Policy shall apply, as amended from time to time.

### **Travelling time payment**

- 7.1.1 Employees required to work on any day away from their usual place of work shall commence work at the usual starting time at the place designated by Winc and shall be paid:
- (1) for time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work. Payment for this travelling time shall be paid at the ordinary rates except on Sundays and public holidays when it shall be time and a-half;
  - (2) for any expenses reasonably incurred by them in travelling between their home and such job.
- 7.1.2 Employees required to travel during ordinary working hours shall be paid for all such time spent travelling.

## **8. TRAINING AND RELATED MATTERS**

### **8.1 Training program**

#### **Commitment to training**

- 8.1.1 The parties commit to the training and development of employees.
- 8.1.2 The parties will co-operate in ensuring that appropriate training is available for all employees and the parties agree to co-operate in encouraging both Winc and employees to avail themselves of the benefits to both from such training.
- 8.1.3 The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (1) developing a more highly skilled and flexible workforce;
  - (2) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (3) removing barriers to the utilisation of skills acquired.

#### **Development of a Training Program**

- 8.1.4 Following proper consultation in accordance with clause 8.1.1, Winc shall develop a training program consistent with:
- (1) the current and future skills needs of Winc;
  - (2) the size, structure and nature of the operations of Winc;
  - (3) the need to develop relevant vocational skills, through courses conducted by duly qualified providers.

#### **Training Selection Process**

- 8.1.5 On a quarterly basis, a number of training positions will be offered by the Training Committee. The number and type of training positions offered will be a function of the desire of employees to advance themselves by increasing their skills base, balanced with the requirements of Winc for the various skill levels. In any situation where the



Training Committee is unable to reach agreement as to the most appropriate number of training positions, the number of positions will be determined by the Queensland General Manager of Winc.

- 8.1.6 In order to apply for a training position for a particular quarter, the employee must be eligible to move to the next classification level as of the first day of that quarter.
- 8.1.7 Eligibility is based on the time spent by that person in a particular classification level.
- 8.1.8 Following receipt of applications, the Distribution Manager and relevant Supervisor shall elect the successful applicant.

#### **Payment for Training During Working Hours and Reimbursement of Costs**

- 8.1.9 Where it is agreed that an employee requires training, that training may be undertaken either on or off the job. If the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. Winc shall not unreasonably withhold such paid training leave.
- 8.1.10 Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in Winc's technical library), legitimately incurred in connection with the undertaking of training shall be reimbursed by Winc upon production of evidence of such expenditure. Reimbursement is subject to the employee providing evidence of reports of satisfactory progress, e.g. statement of results.
- 8.1.11 Travel costs shall be reimbursed in accordance with Winc's Travel Policy, as amended from time to time.

### **9. OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

#### **9.1 Occupational health and safety**

- 9.1.1 Winc and employees should abide by the Workplace Health and Safety Act, Regulations and appropriate Codes of Practice.
- 9.1.2 Protective clothing appropriate to the task at hand shall be provided by Winc when an employee is required to work in a deep freeze and/or cold storage room pursuant to the appropriate Code of Practice.
- 9.1.3 Suitable waterproof clothing shall be supplied by Winc to an employee who is required to work in the rain.
- 9.1.4 No employee shall be permitted to lift, carry or move by hand any object so heavy as to be likely to cause risk of injury to themselves or any other persons.
- 9.1.5 Employees should ensure that all manual handling in the workplace is subject to risk assessment in accordance with the Code of Practice for Manual Handling.
- 9.1.6 No employee shall be permitted to lift, carry or move by hand any object so heavy as to be likely to cause injury to themselves or any other persons.
- 9.1.7 All employees must wear the uniform provided to them by Winc. Employees will be provided with five (5) shirts and one (1) jumper. Employees are entitled to have these items replaced annually on the anniversary of their start date. The cost of replacing these items will be borne by Winc to the value of one (1) set per year, employees

wishing to acquire extra uniforms will be required to pay the current cost price of the items.

9.1.8 Employees are required to wear clean uniforms to work.

#### **Heat Management**

9.1.9 Winc will take appropriate steps to ensure that the workplace provided for employees has adequate measures to deal with heat.

These steps will include:

- Provision of appropriate ventilation.
- Provision of air-conditioned lunchrooms.
- Provision of an air-conditioned first aid room.
- Provision of easy access and sufficient quantities of chilled water.
- Provision of an appropriate quantity fans.
- Where possible and applicable, rotation of employees in and out of areas which are air-conditioned.

These steps will not include:

- Air-conditioning of the whole warehouse space

#### **Workplace Health and Safety Committee**

9.1.10 Members of the safety committee who are not already suitably qualified will be required to attend an accredited Workplace Health and Safety Representative course at the company's expense.

### **9.2 Amenities**

#### **Boiling Water**

9.2.1 Winc shall provide boiling water for the use of employees at meal times.

#### **Washing Facilities**

9.2.2 Winc shall provide and maintain adequate washing facilities and where necessary and practicable, hot water shall be supplied.

#### **Lockers**

9.2.3 Winc shall provide a suitable locker which, where practicable, shall be full length for each employee.

#### **Seating Accommodation**

9.2.4 Winc shall provide employees with suitable seating accommodation at the place of work.

#### **First Aid Outfit**

9.2.5 Winc shall provide and continuously maintain a place or places reasonably accessible to all employees, an efficient first aid outfit.

## **10. JOB VACANCIES AND NEW EMPLOYEES**

### **10.1 Job Vacancies**

- 10.1.1 All vacancies in relation to Winc's Distribution Centres will be advertised internally for a period of not less than 48 hours. Notification of vacancies and position requirements will be placed on the Distribution Centre's noticeboard.
- 10.1.2 All internal applicants must submit their application to the person specified in the advertisement within the timeframe specified in the advertisement.
- 10.1.3 All internal applicants for vacancies will be assessed on the basis of their qualifications, knowledge, experience, attitude, past accomplishments, aptitude and potential.
- 10.1.4 Successful internal applicants will be advised as to why they were selected. Unsuccessful internal applicants will be advised why they were not selected.
- 10.1.5 If, in Winc's view, an appropriate internal applicant is not identified, it may seek external applications.

### **10.2 New Employees**

#### **Probation**

- 10.2.1 It is not the intention of this clause to address short term operations requirements.
- 10.2.2 All new employees including casual employees to permanent employees will be employed as Probationary Employees with a 3 month probationary period. During the 3 month probationary period performance will be under monthly review. A Probationary Employee's employment may be terminated at any time during the probationary period in accordance with clause 3.6.1. Upon successful completion of the probationary period the Probationary employee's employment will be made permanent.

#### **Company Induction Training**

- 10.2.3 Upon commencement of employment an employee shall participate in an induction program designed to familiarise them with their job, their fellow employees and Winc's vision.

Winc will notify the Union delegate of new employees.

## **11. AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

### **11.1 Time and wage records**

#### **Duty to Maintain**

- 11.1.1 A time and wages book or other record showing the designation, time worked, starting and finishing times each day for employees, and wages paid to such employee shall be kept by Winc.

#### **Inspection**

- 11.1.2 An employee shall be afforded reasonable access to their own time and wages records during working hours.

## **11.2 Notice board**

- 11.2.1 Winc shall permit a notice board of reasonable dimensions to be erected in a prominent position at each Site so that it will be reasonably accessible to employees. Accredited union representatives shall be permitted to put on the notice board/s, formal union notices signed or countersigned by the representative posting it. Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by Winc. Any notice placed on the notice board must have the prior approval of Winc Management, which approval will not be unreasonably withheld.

## **11.3 Provision of Agreement**

- 11.3.1 A true copy of this Agreement shall be exhibited in a conspicuous and convenient place on the premises of Winc so as to be easily accessed by employees.
- 11.3.2 All new employees will be given a copy of the Agreement upon appointment. Employees requiring a new copy of the Agreement may ask their Supervisor or obtain a copy from the electronic files.

## **11.4 Union representation**

### **Delegates**

- 11.4.1 Winc recognises the union delegates who are elected by the employees as the on-site representatives of the union.

### **Delegates On-site Business**

- 11.4.2 Delegates shall be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct on-site business including recruitment of Union members. In order to ensure minimal disruption to work patterns the following procedures shall be adhered to:
- (1) Employees attending union meetings will be granted paid release for up to 4 hours' ordinary time annually for these meetings, subject to no meeting being longer than thirty minutes, without prior consultation with Winc. Except where otherwise agreed, 7 days' notice of the meeting will be given to Winc.
  - (2) By mutual Agreement of Winc and the union, additional on-site meetings may be held to consider and discuss matters relating to this Agreement. Satisfactory arrangements are to be made to ensure that the operation of the business continues.
  - (3) A union delegate shall brief management after the meeting has taken place, as to the outcome of the meeting.
  - (4) In the event a union meeting is not an authorised meeting, no employee will be entitled to be paid for the period the employee is absent from work duties.
  - (5) Winc will respect the union's right to privacy and not intervene during an authorised meeting, emergency excepted.

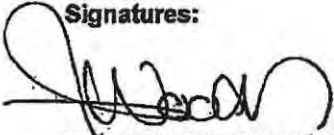
### **Delegates Off-site Business**

- 11.4.3 In addition, delegates shall be allowed 5 days per calendar year (non cumulative) off the Sites on union business without loss of ordinary pay by prior agreement with Winc.

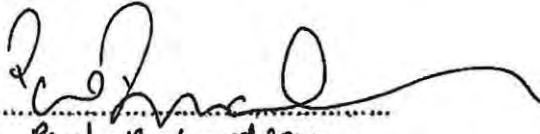
This shall not unreasonably be withheld. In order to ensure minimal disruption to work patterns the following procedure shall be adhered to:

- (1) The delegate will provide 48 hours' notice in writing to Winc stating the purpose of the proposed off-site business.
- (2) The delegate will also include an estimate of the likely duration of the off-site business.

**Signatures:**



.....  
**Brock Woods**  
Human Resources Manager  
on behalf of Winc Australia Pty Limited  
163 O'Riordan Street, MASCOT NSW 2020  
Date: 17.12.2018



.....  
Name - Paul Richardson  
Position - Assistant General Secretary  
on behalf of National Union of Workers  
Address - 833 Bourke St, Docklands VIC 3008  
Date: 17/12/18

Witnessed



Jason Lindoff  
17/12/18.

Witnessed

Sig: 

Name: Mathew Toner  
17/12/18

## Attachment A

### Flexibility Term

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1. An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) Any such individual arrangement may only deal with the taking of annual leave in single days (up to five days per annum) 'OR' may only deal with the starting and finishing times; and
  - (b) Any such agreement may not be made a requirement by an employer of any prospective employee gaining employment.
  - (c) The parties may agree to the request provided the employee, the union and the employer genuinely agree to the arrangement, and the employee is better off overall.
2. The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee 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.
3. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
4. The employer or employee 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 employer and employee agree in writing — at any time.
5. The employer must provide copies of all flexibility arrangements made under this clause to the union, upon request by the employee.

## Attachment B

### Consultation Procedure

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1. This term applies if:
  - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the enterprise; or the employer is proposing a change to an employee's regular roster or ordinary hours of work.
2. The relevant employees may appoint a representative for the purposes of the procedures in this term.  
  
MAJOR CHANGE
3. The employer must notify the relevant employees of the decision to introduce the major change referred to in 1(a).
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 the enterprise 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 sub clauses (2), (3) and (5) are taken not to apply.

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.
10. In this term, *relevant employees* means the employees who may be affected by the major change.

#### CHANGE TO ROSTERS AND ORDINARY HOURS OF WORK

11. For a change to an employees' regular roster of ordinary hours of work, the employer is required to:
- (a) provide information to the employees about the change; and
  - (b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (c) consider any views given by the employees about the impact of the change.



**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:**

AG2018/7065

**Applicant:**

Winc Australia Pty Limited

Section 185 – Application for approval of a single enterprise agreement

**Undertakings- Section 190**

I, Troy Swan, General Counsel & Company Secretary for Winc Australia Pty Limited give the following undertakings with respect to the Winc Australia Pty Limited, Richlands in Queensland and National Union of Workers Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Winc Australia Pty Limited to provide these undertakings in relation to the application before the Fair Work Commission;
2. Casual employees will be guaranteed not less than 4 hours' engagement every start; and
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



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**Signature**

**11 April 2019**

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**Date**