

Form F24D – Declaration in response to application for termination of an enterprise agreement after the nominal expiry date

Fair Work Act 2009, s.225

This is a declaration in response to an application to the Fair Work Commission (the Commission) for termination of an enterprise agreement under Part 2-4 of the [Fair Work Act 2009](#).

I,	Kane Christopher Murtagh		
19A McKay Street			
Waterford	WA	6152	
Technical Specialist (Retail Store Employee)			

declare that:

1. What is the name of the enterprise agreement that is proposed to be terminated (the Agreement)?



Write the name of the Agreement exactly as it appears in the title clause of the Agreement and include the Agreement ID/Code Number if known.

Apple Retail Enterprise Agreement 2014 —AE408483

2. I am one of the following:



Under section 226(3) of the [Fair Work Act 2009](#) the Commission must consider the views of the employees (if any), each employer and each employee organisation (if any) covered by the Agreement.

- an employee covered by the Agreement
- an employer or an officer or authorised employee of an employer covered by the Agreement
- an officer or authorised employee of an employee organisation covered by the Agreement

If you are an officer or authorised employee of an employer or employee organisation covered by the Agreement, please specify the name of the employer or employee organisation below.

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3. Do you (or the employer or the employee organisation named in question 2 above) support or oppose termination of the Agreement after its nominal expiry date?

- Support termination
- Oppose termination

If you answered **Oppose termination** – Specify the grounds on which you oppose the termination of the Agreement after its nominal expiry date, using numbered paragraphs.



See sections 226(3) and 615A(3) of the [Fair Work Act 2009](#).

Attach additional pages if necessary.

4. Do you (or the employer or the employee organisation named in question 2 above) disagree with one or more statements in a Form F24C - Declaration in relation to termination of the Agreement?

- Yes
- No

If you answered **Yes** – Provide details of the Form F24C declaration.

Name of person who made the declaration	Justin Gusset
Date of declaration	23/12/2022

5. If you answered Yes to question 4 – Set out the statements that you disagree with and state why you disagree with them, using numbered paragraph

Background

1. On the 23 December 2022 Justin Gusset filed with the registry an ‘F24B - Application for termination of an enterprise agreement after the nominal expiry date’ (“**The Application**”), an ‘F24C - Declaration in response to application for termination of an enterprise agreement after the nominal expiry date’ (“**The Declaration**”), and two annexed pieces of supporting evidence titled ‘Analysis Document - Termination of Agreement’ (“**The Analysis Summary**”) and ‘Wage Analysis’ (“**The Analysis Spreadsheet**”) respectively.
2. I engaged employment with Apple on the 09 August 2014 and have held the roles of Specialist, Expert, Technical Specialist, Technical Expert, Genius, and Temporary AHA Advisor (defined as ‘phone support’ in ‘2’ of The Declaration) for an accumulative 18 months. As detailed by the Applicant in ‘1’ and ‘2’ of The Declaration, Justin and myself had similar career journeys and experiences.
3. The *Apple Retail Enterprise Agreement 2014* (“**The EA**”) nominally expired on the 05 June 2018, and has remained in operation since that date. No prior applications for termination have been filed by the applicant, or any other party,
4. On the 03 August 2022 Apple issued a *Notice of Employee Representational Rights* (“**NERR**”) and advised of their intention to bargain for a new enterprise agreement. Apple also issued alongside the NERR a draft copy of a proposed enterprise agreement titled ‘*Apple National Enterprise Agreement 2022*’ “**The NEA**”.
5. 18 bargaining meetings were held from the date the NERR was issued. Bargaining Representatives raised various claims regarding Allowances, Penalty rates, Scheduling/roster provisions, and base rate of pay (a consolidated log of claims is annexed with this application ‘*KM1 – Consolidated log of claims 13/10/22*’). Apple made minor concessions in regards to the aforementioned issues, but despite these concession, the NEA remained inferior in these regards when compared to the General Retail Industry Award (“**The Award**”). Apple unilaterally proceeded to a ballot on the 28 October 2022 with no endorsements from any bargaining representative. On the 31 October 2022 the ballot returned a majority no vote — with over 68% of team members voting against the introduction of the proposed agreement.
6. Shortly after the result of the ballot was declared representatives for Apple committed to return to bargaining at the beginning of 2023, and committed “to review your feedback and assess the areas of most interest to our teams, including topics such as rostering, wages, and how job roles are classified” (annexed KM2 — people.apple.com/AU/en/en/page/735)
7. Since the ballot results were returned Apple have held numerous ‘listening sessions’ with the intent of seeking feedback on the agreement directly from employees. In addition to this, one ‘listening session’ was conducted on the 06 December 2022 between Apple and Bargaining Representatives with the same intent. Apple committed to return to formal Bargaining at the end of January 2023, and committed to work together with Bargaining Representatives to form a new agreement.

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Is an expeditious approach to termination required?

8. At '7' of The Declaration the Applicant stated:

"In circumstances where workers are at times earning less than the relevant Award, I also ask that this matter be dealt with expeditiously by the Commission – please see paragraphs [23] – [25] in [2018] FWCFB 4344 on this point"

I respectfully disagree for reasons I will expand on below.

9. The applicant's position relies on what the Full Bench stated at [23] - [25] of [2018] FWCFB 4344 :

"[23] We would also observe that the need to deal with an application expeditiously is particularly important in cases where, as here, **there are assertions that employees to whom the agreement applies are at times earning less than under the relevant modern award.**

[24] Section 578 requires that in performing functions or exercising powers the Commission must take into account the object of the Act, which is to provide a balanced framework for cooperative and productive workplace relations that promotes economic prosperity and social inclusion for all Australians by (among other things):

'(b) ensuring a guaranteed safety net of fair, relevant and enforceable minimum terms and conditions through the National Employment Standards, modern awards and national minimum wage orders...' [16]

[25] Subject to the application of all of the relevant considerations, **it would be prima facie contrary to the object of the Act to permit an agreement that has passed its nominal expiry date to continue to operate in circumstances where its provisions as a whole are less beneficial than those provided by the relevant modern award.**"

(Emphasis added)

Applicant's Wage Analysis

10. The applicant makes the assertion that there are employees engaged at under-award rates, and/or, employees earning less than they would under The Award due to the inferior premiums of The EA. The applicant relies on The Analysis Spreadsheet prepared by the Retail and Fast Food Workers Union Incorporated ("**RAFFWU**").

11. The data contained in The Analysis Spreadsheet is flawed as it relies on outdated rates which no longer apply to employees. It is important to note at this point Clause 3.7 of The EA

"Apple will ensure that during the Term of this Agreement the minimum Base Salary or Hourly Rate of Pay for each classification in this Agreement **will be no less** than any minimum rates of pay for each relevant classification set out in any applicable modern award." (Emphasis added)

12. The Analysis Spreadsheet is additionally flawed as it fails to recognise Apple's 'Performance Based Pay' structure as noted in Clause 3.6 of The EA:

"Apple reviews your Base Salary or Hourly Rate of Pay annually. In undertaking this review, Apple may have regard to your performance, the business performance of Apple and any other matter which it deems relevant. This review does not however necessarily guarantee an increase in your Base Salary or Hourly Rate of Pay."

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13. The operation of Clause 3.6 of the EA results in an employee base rate of pay that is significantly greater than the award minimums. In a document prepared, at request, by Apple on 04 October 2022 (*annexed KM3 – Mean Salary Data as of 04/10/22*) (“**Mean Wage Data**”) it can be observed that employees classified as Level 1 under The EA earn on average between \$ 5.30 - \$ 9.91 more when compared to The Award.
14. The operation of Clause 3.7 ensures that no employee will be paid less than the Award. In a document prepared, at request, by Apple on 12 October 2022 (*annexed KM4 – Lowest Salary per Job Role / 'Banding' 12/10/22*) (“**Lowest Salary Data**”) it can be shown the lowest paid employee is remunerated at a base rate of pay of \$24.5 per hour – \$1.12 above award.
15. An additional document prepared, at request, by Apple on the 19 September 2022 (*annexed KM5 - Classification by Role Type*) (“**Classification Data**”) it can be observed that the operation of Clause 3.6 of The EA leads to a greater number of internal promotions to higher-paying classifications.
16. At ‘2’ of The Analysis Summary the Applicant notes that 73% of employees engaged by Apple are classified as Level 1. By virtue of the Mean Wage Data and Classification Data it can be said that a **vast majority** of Apple employees are engaged at rates of pay **substantially higher** when compared to The Award.
17. Additionally, The EA does not contain any age-discriminatory clause, unlike The Award, which allows the payment of ‘Junior Rates’ for employees under 21. With 289 employees engaged by Apple who are under 21, The EA has provided rates of pay substantially higher to this group of employees than if The Award applied.
18. The Analysis Spreadsheet prepared by RAFFWU purport that the extended operation of Late Night premiums which apply under The Award will ultimately lead to a higher pay. Given that the underlying wage metrics are flawed this position cannot be substantiated.
19. Additionally, The Analysis Spreadsheet is isolated only to hour-by-hour mapping of the late night premiums with no consideration as to whether an employee may be scheduled at those times. Given the operating hours of stores average around 9am - 7pm the times at which late night premiums are greater under The Award are unlikely to be times at which employees are regularly rostered.
20. ‘40’ and ‘41’ of The Analysis Summary details a non-exhaustive list of premiums and loadings available under The Award which are not included, or are inferior, in The EA. No analysis has been presented for the following premiums which are greater under the EA:
 - A. 25% greater premium on Late Night Work
 - B. 25% greater premium on Public Holiday work
 - C. Overtime at 150% for two hours only, instead of 3 under The Award. (Also with no obligation to perform ‘reasonable overtime’)
21. The EA and The Award both contain beneficial provisions and pitfalls. The test for termination is, in part, whether the continued operation of the agreement would be unfair to the employees covered. The test for whether it is necessary for an expedited approach to resolving that question can be summarised as follows:
 - A. Are employees at times earning less than the applicable award.
 - B. Are the provisions, as a whole, less beneficial when compared to a Modern Award.

A. Are employees at times earning less than the applicable award?

22. Clause 3.7, as evidenced by the Lowest Salary Data, guarantees no worker will be paid a base rate of pay less than The Award.

23. Apple’s Performance Based Pay structure, as evidenced by The Mean Wage Data, ensures that employees are paid substantially higher wages under The EA. The mean average base rate of pay for an employee classified at Level 1 under The EA is \$ 0.10 greater than the highest classification available under The Award – Retail Employee Level 8.

24. The Classification Data, taken with the statical data at ‘2’ of The Analysis Summary, indicates that more than the 28% of employees classified as Level 2 or Level 3 are afforded even greater pay when compared to The Award.

B. Are the provisions, as a whole, less beneficial when compared to a Modern Award?

25. When viewing the base hourly rate of pay, loadings, and applicable premiums collectively the total take-home day would be higher under The EA than if an employee were engaged under The Award.

26. Clause 12.5 of The EA varies Annual Leave loading as a component of an employee’s base rate of pay as opposed to paying this loading separately at the time of leave. If Clause 12.5 were applied to The Award Level 1 base rate of Pay an employee would still be financially better off under The EA:

i.e $\$23.38 \times 1.17 \times 20 / 1976 + 23.38$
Award Base Rate * Loading * 20 days of Annual Leave / FT hours per year + Base Rate
= \$23.66 , \$ 0.84 less than the current lowest base rate of pay at \$24.5.

27. The higher premiums afforded for Overtime (in the third hour), Late Night Rates of Pay, and Public Holidays in The EA mitigate the absence of the loadings and premiums mentioned at ‘40’ and ‘41’ of The Analysis Summary.

28. Considering the points raised above in ‘10’ - ‘27’, when applying the observations made at [23] - [25] of [2018] FWCFB 4344 to The EA, the continuing operation of The EA is not contrary to the objects of the act while bargaining is underway for a new agreement.

The Legislative Scheme

29. 16 days prior to the Applicant’s filing of their application with the registry significant amendments made to Section 226 came into force. It would seem the applicant relied on 226(1)(a) in seeking The Fair Work Commission (“**FWC**”) to terminate the agreement.

30. In deciding whether to terminate an agreement the FWC must now consider, in part:

- A. The view of The Employer and Employees (226(3)(a), 226(3)(b))
- B. Whether bargaining for a proposed agreement is occurring (226(4)(b))
- C. Any other relevant matter (226(5))

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31. When considering whether it appropriate to terminate an agreement, under the previous legislative scheme, VP Lawler at [55] of [2010] FWA 6468:

“[55] It seems to me that under the scheme of the FW Act, generally speaking, it will not be appropriate to terminate an agreement that has passed its nominal expiry date if bargaining for a replacement agreement is ongoing such that there remains a reasonable prospect that bargaining (in conjunction with protected industrial action and or employer response action) will result in a new agreement. This will be so even where the bargaining has become protracted because a party is advancing claims for changes that are particularly unpalatable to the other party.” *(Emphasis added)*

32. Previously s.226 did not explicitly require the FWC to consider bargaining negotiations when deciding whether it would be contrary to the public interest to terminate an agreement; thus, consequently, the full bench extinguished this view with VP Watson noting, in part, at [139], [140], and [141] of [2015] FWCFB 540

“[139] In our view, there is no statutory imperative that the promotion and delivery of productivity benefits at an enterprise level is primarily or exclusively to be achieved through enterprise bargaining in good faith rather than by other means. [...].”

“[140] The statute also mandates that on application by the person covered, an agreement that has passed its nominal expiry date must be terminated if the circumstances identified in s. 226 exist. Productivity benefits might also be delivered by terminating an agreement that has passed its nominal expiry date. Such benefits might be delivered through a combination of both means.

“[141] [...] There is no basis for concluding, at a level of generality, that continuing the operation of an agreement that has passed its nominal expiry date (whether bargaining is continuing or not) will be any more an effective means by which the object in s. 171 is to be achieved than terminating that agreement. Continuing the operation of an agreement that has passed its nominal expiry date may impede rather than enable an enterprise agreement to deliver productivity benefits at an enterprise level. It may also impede rather than promote good faith bargaining resulting in an agreement which delivers those benefits. **The same may be true for the termination of the agreement. Ultimately, the circumstances will dictate the matter.**”

33. Given the recent introduction of these legislative changes, each past decision should be viewed through the lens of the updated s.226. It is worthwhile reviewing the opinions of both VP Lawler in [55] of [2010] FWA 6468, and VP Watson in [2015] FWCFB 540, as each may aid in the interpretation of the application of s.226 and the FWC’s new obligations when conducting an s.226 application.

34. As noted from ‘4’ - ‘7’ above negotiations for The NEA began less than 6 months ago, and have moved with great fervour. Although the parties remain in contention over some key aspects of The NEA, the intention to come to an agreement continues. Further to continued bargaining, the passionate response from employees in voting down the proposed agreement has brought a renewed commitment from Apple in reviewing their stance on the matters in dispute, and a change in advising counsel who have thus far taken a more collaborative approach to forming an agreement.

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35. Given there is already a pre-drafted proposed agreement; exhaustive log of claims submitted by all three participant unions and over 100 individual bargaining representatives; significant direct-employee engagement from the three unions and the employer; and a bargaining timeline Apple plan to present to bargaining representatives in the coming weeks — all parties are in a prime position to bargain for a new agreement.
36. It is my firm belief that although the need for a new agreement is long overdue, the timing of the application for termination seem is premature given the relative infancy of current bargaining negotiations, and Apple’s refreshing response to their employee’s objections after a ‘no vote’. Although I am of the view The EA should be terminated in the instance that negotiations break-down, and the prospect of forming a new agreement seems unlikely, we are not close to that prospect yet.
37. The Objects of Part 2 - 4 outlined in S.171, which govern the application of s.226, have not changed. As VP Watson noted at [141] of [2015] FWCFB 540 it is the individual circumstances that will govern whether continuing the operation of an agreement that has passed its nominal expiry, or terminating the agreement, will aid in delivering productivity benefits at an enterprise level.
38. Given the updated legislative scheme, the objects of the act, and the current status of bargaining the most productive route forward for all parties would be further bargaining with the intention of introducing a new agreement. Although a termination application should proceed if bargaining were to become protracted, or negotiations break down to the point that the prospect of introducing a new agreement seems unlikely, the individual circumstances of the current negotiations seems that prospect to be unlikely. All parties agree that negotiating a new agreement is the priority.
39. For the reasons stated above in ‘4’ - ‘7’, and ‘29’ - ‘38’, I propose that the matter be adjourned for 6 months to allow parties to proceed with negotiations and form a new enterprise agreement. In the case the adjournment is granted I further propose that directions for submissions be withheld until 2 weeks prior to the adjournment end so not to further distract parties away from Bargaining.

Orders sought by the Applicant

40. I disagree with the following two directions sought by The Applicant:

“ 1. Apple Pty Ltd (the Employer) is to ensure a copy of the following documents are made available to all employees covered by the Apple Retail Enterprise Agreement 2014 by close of business [one week from the date of the Order]

- a. the Directions;
- b. Form F24b – Application for termination of an enterprise agreement after the nominal expiry date made on 22 December 2022
- c. Form F24C - Declaration in relation to termination of an enterprise agreement after the nominal expiry date

2. If the Employer and/or any employee covered by the Agreement wish to file material in response to the application regarding their views, their circumstances and the likely effect that termination of the Agreement will have on them, advice should be given to chambers, in writing, by close of business on [two weeks from the date of the Order]. Such advice should be sent to Chambers, the applicant, and the applicant’s bargaining representatives.”

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41. Form F24B and form F24C contain significant Personally Identifiable Information (“**PII**”). Making this document available to over 3000 employees, a significant majority of which are unlikely to file any submissions in this matter, would be an unnecessary breach of privacy for the Applicant. Additionally, any interested party who wishes to be heard can request the required documentation from Chambers - this approach will limit the unnecessary exposure of PII.

42. Since the introduction of the NERR in August 2022 over 100 people have been recognised as individual Bargaining Representatives. It has been noted by representatives for the three participant unions, as well as counsel for the respondent, that this is highly unusual when compared to most bargaining negotiations. A sizeable group of the individual representatives have presented well informed, and engaged deeply in the bargaining process. If these individuals wish to be heard on the matter they will have no trouble in navigating the procedural hurdles to contacting the FWC and submitting filings.

43. In the event that a 6-month adjournment is granted interested parties will have the time to seek advice, weigh their options, and submit filings. Given the complexity of industrial law, it is not reasonable to expect individual employees to be in a position to submit filings within one week of an order. Moreover, it is an unusual approach to invite individual employees to submit legal filings, and has the potential to embroil people in complex matters of law.

44. The Applicant also requested the below third and final direction:

“3. The Applicant is to file any further material in support of his application to terminate the Agreement, including material outlining their views, circumstances, and the likely effect the termination of the Agreement will have on them, and any material in reply to the material filed by the employer and/or any employee covered by the Agreement, by close of business on [three weeks from the date of the Order]. Such advice should be sent to Chambers and the employer.”

I do not disagree with this direction, but in the event that a 6-month adjournment is granted, I would request these directions not be issued until 2 weeks prior to the end of the adjournment.

Summary

45. As discussed above at ‘8’ - ‘28’ above I disagree that this matter should be dealt with expeditiously as there is no evidence to suggest that employees are paid at below-award rates, or that employees at any time financially worse off under the EA.

46. As discussed above at ‘4’ - ‘7’, and ‘29’ - ‘38’ the current application has merit, but is premature given that bargaining is in its infancy, and had made headway toward striking a new agreement. For this reason I believe continued bargaining is the best way to replace the EA, and a 6-month adjournment would allow parties to proceed down this path unimpeded by the time and resources a FWC matter would consume.

47. As discussed between ‘40’ - ‘43’ directions ‘1’ and ‘2’ the Applicant is seeking should not be granted on the grounds that it has potential to disclose PII unnecessarily, and that parties can readily seek the information from the FWC.

48. As discussed above in ‘44’ in the event that the adjournment is granted direction ‘3’ the applicant is seeking should be reserved until 2-weeks prior to the end of adjournment

Attach additional pages if necessary.

6. Is there any other relevant matter that you believe the Commission should consider in deciding whether to terminate the Agreement?

Yes

No

If you answered **Yes** – please provide further details:



See sections 226(1A) and 226(5) of the [Fair Work Act 2009](#).

Signature		Date:	17/01/2023
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	<p>Giving false or misleading information is a serious offence.</p> <p>A person who knowingly gives false or misleading information or knowingly produces a false or misleading document in relation to an application for termination of an enterprise agreement is guilty of an offence, the punishment for which is imprisonment for up to 12 months – see section 137.1 and section 137.2</p>
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Consent to contact by researchers

The Fair Work Commission undertakes research with participants in agreement termination matters to ensure a high quality process. Some research may be undertaken by external providers on behalf of the Fair Work Commission.

Form F24D – Declaration in response to application for termination of an enterprise agreement after the nominal expiry date

Do you consent to the contact details provided on page 1 of this form being provided to an external provider of research services for the sole purpose of inviting you to participate in this research?

Yes

No

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS

Amendments made 13 October 2022

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
MINIMUM WAGES				
1.	1	Nick Boemo (37) 19 August 2022	Minimum annual pay rise of CPI + 2.5%	The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased these percentage amounts in the fourth draft of the NEA. <u>Apple will not be making any further amendments to the annual wage increase.</u>
2.	1	Scott McBlane (42) 19 August 2022	Minimum pay increases should match inflation rate, as a minimum	The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025.
3.	1	Kane Murtagh (76) 19 August 2022	Amend Schedule A to reflect an increase of 2.5% regardless of your pay rate	Apple's Minimum Rates of Pay are above the relevant awards and comparable to other retailers' minimum rates of pay. <u>Apple will not be making any further amendments to the annual wage increase.</u>
4.	1	Jayden Ordner (55) 19 August 2022	Minimum annual pay rise of CPI + 2.5%	The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. <u>Apple will not be making any further amendments to the annual wage increase.</u>
5.	1	Thomas Lane (89) 22 August 2022	Pay increase for all staff to match inflation	The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased these percentage amounts in the fourth draft of the NEA.
6.	2	Kane Murtagh (77) 19 August 2022	Pay rate increase for any internal role change (e.g. Specialist to Expert)	Apple will increase the salary, effectively providing a promotion, to an employee who moves to a role and is required to work at a higher level than their previous role. <u>Apple will not be making any amendments to is still considering the higher duties clauses.</u>
7.	4	Iain Horsfall (123) 25 August 2022	Apple cannot move from an hourly to a salaried role (for example, Lead to Manager) without a promotion	An employee's method of payment, being hourly or salary, depends on their status and not their role. That is, casual and sometimes part-time employees can be paid hourly, whereas it is more common for full-time employees to be salaried. Apple will not move employees from hourly to salaried rates unless they seek to change their status which might require a change in method of payment.
8.	5	Scott McBlane (45) 19 August 2022	Increase pay of Managers to \$46/hour as a minimum.	Apple's Minimum Rates of Pay are above award and comparable to other retailers' minimum rates of pay, especially for roles in higher classifications. <u>Apple increased the Minimum Base Salary for managers in a recent version of the NEA</u>
9.		Tom Connell (127) 29 August 2022	Request a higher minimum rate of pay for the role of Technology & Merchandising Pro as closer to that of a Lead role. This process may require a review of the proposed Retail Team Member Levels	Apple's Minimum Rates of Pay are above award and comparable to retailers' minimum rates of pay, especially for roles in higher classifications. Apple will increase the salary, effectively providing a promotion, to an employee who moves to a role at a higher level than their previous role. <u>Apple is still considering the higher duties clauses.</u>
10.	1	RAFFWU (Wages 1)	\$31 per hour minimum base rate with all workers to receive annual wage and allowances increases of 5% or CPI + 2.5% (whichever is higher) for each year the agreement is in operation	Apple's Minimum Rates of Pay are above award and comparable retailers' minimum rates of pay. The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased its proposed percentages in the draft provided on 19 September 2022 after considering this claim among other related claims to wage increases.
11.	12	RAFFWU (Wages 6)	Abolition of junior rates, disabled rates and all other discriminatory rates	There are no junior rates, disabled rates or discriminatory rates in the NEA. <u>Apple's NEA classifications and pay structure relates to employee's skills and duties as outlined in Schedule A. Junior and senior employees may at times both be Level 1 by virtue of the duties they perform.</u>
12.		RAFFWU (Wages 14)	Workers to be paid their ordinary wages during any period of stand down without the use of accrued leave	Apple will ensure its compliance with the <i>Fair Work Act 2009 (Cth)</i> in relation to periods of stand down and wages payable to employees. This is not required to be enshrined in the NEA.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
13.	1	ASU Log 2	A guaranteed price increase for all employees for each year for the term of the Agreement of Cost of Living Index plus 2.5%.	<p>Apple will not be making any further amendments to the annual increases in wages.</p> <p>The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased its proposed percentages in the draft provided on 19 September 2022 after considering this claim among other related claims to wage increases.</p>
14.	9	ASU Log 2	Increases to all wage and expense related allowances in each year of the Agreement by the yearly percentage pay increase or relevant CPI figure as appropriate.	<p>As set out in response to ASU's Log 2, the Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased its proposed percentages in the draft provided on 19 September 2022 after considering this claim alongside other related claims to wage increases. <u>Apple will not be making any further amendments to the annual wage increase.</u></p> <p>Expense related allowances included in the NEA such as meal allowance and vehicle allowance do not need to be increased given the significantly above award Minimum Hourly Rates.</p> <p>Apple has amended the vehicle allowance to 0.78 cents pursuant to ATO guidance. Please note this figure does not have to match the <i>Business Equipment Award</i> rate to pass the BOOT given the significantly above award Minimum Hourly Rate.</p>
15.	1	SDA Claim 1	A pay increase for all employees for each year for the term of the Agreement of Cost of Living Index plus 2.5%., together with additional pay rises as may be appropriate based upon the nature of the changes proposed by the company.	<p>The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased its proposed percentages in the draft provided on 19 September 2022 after considering this claim among other related claims to wage increases. <u>Apple will not be making any further amendments to the annual wage increase.</u></p> <p>Apple's Minimum Rates of Pay are above award and comparable retailers' minimum rates of pay. Apple is confident that the proposed minimum rates will ensure employees are better off overall under the NEA. Earlier this year, we chose to bring forward our annual pay review cycle to our customer facing teams, bringing our team members the benefit of pay rises earlier to reflect changing market conditions.</p>
16.	9	SDA Claim 6	Allowances to always exceed or be the equivalent to the applicable rates in the relevant underpinning Awards.	For Part A employees, the majority of allowances within the NEA are equivalent to or higher than the rates in the Retail Award. For example, first aid allowance rate is greater than the award and the meal allowance rates are equivalent to the award.
17.		Josh Whiteford 2 October 2022	No moves from hourly to salaried roles without promotion.	An employee's method of payment, being hourly or salary, depends on their status and not their role. That is, casual and sometimes part-time employees can be paid hourly, whereas it is more common for full-time employees to be salaried.
18.		Josh Whiteford 2 October 2022	Higher minimum rate of pay for Technology & Merchandising Pro and Genius roles within the Apple Store. As they support more products and are asked to expand on their roles to support a wide range of Apple services, a higher base allowance would more appropriately compensate them for their time.	Apple's Minimum Rates of Pay are above award and comparable to other retailers' minimum rates of pay.
19.		Josh Whiteford 2 October 2022	Increase of pay of CPI + 2.5% for Part A Employees and for this increase to be for all employees, not an increase to the minimum rate of pay only.	The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. Apple increased its proposed percentages in the draft provided on 19 September 2022 after considering this claim among other related claims to wage increases.
20.		Josh Whiteford 2 October 2022	Increases to all wage and expense related allowances in each year of the Agreement by the yearly percentage pay increase or relevant CPI figure as appropriate.	Expense related allowances included in the NEA such as meal allowance and vehicle allowance do not need to be increased given the above award Minimum Hourly Rate already provided.
21.		Josh Whiteford 2 October 2022	I would like Apple to consider a \$31 per hour minimum base rate with all workers to receive annual wage and allowances increases of 5% or CPI + 2.5% (whichever is higher) for each year the agreement is in operation	<p>Apple's Minimum Rates of Pay are above award and comparable retailers' minimum rates of pay. The Minimum Base Salary and Minimum Hourly Rate of Pay for each classification will increase by 2.8% from 1 November 2023, 2.6% from 1 November 2024 and 1 November 2025. <u>Apple will not be making any further amendments to the annual wage increase.</u></p> <p>Apple increased its proposed percentages in the draft provided on 19 September 2022 after considering this claim among other related claims to wage increases.</p>
22.		Josh Whiteford 3 October 2022	I would like for Apple to audit it's payment of employees against the Business Equipment award to confirm if they have been underpaid due to the application of policies.	Apple has ensured that it has at all times complied with its requirements under the legislation and has not underpaid any employee.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
STATUS				
23.		RAFFWU (Wages 2)	<p>Payment of the difference between wages earned and the wages that would have been earned had the minimum Award applied to workers since 1 Jan 2015 as Apple Agreements pay less than minimum wages. This claim arises by virtue of Apple using industrial instruments which pay less than the minimum wages under the Award. This largely arises by way of paying less than Award penalty rates and not paying casual loading in circumstances where workers are engaged in work <i>akin to casual employment</i>.</p> <p>This is not some musing of RAFFWU. Full Bench decisions of the FWC have found the rostering of part-time work in the way Apple rosters part-time work is akin to casual employment. At its heart, this claim properly recognises Apple has used legislation to put in place agreements which should not have been approved and used those agreements to pay workers less than they were entitled under the intended minimum standards. No specific response has been made to this claim and we request a specific response</p>	<p>This claim relates to the 2014 EA. That is not a matter for the NEA. Apple disputes RAFFWU's characterisation of Apple's part time team members.</p> <p>Apple's part time team members were engaged as such and Apple has at all times complied with its obligations in the current agreement.</p> <p>Part time employees under the current agreement are team members who work 76 hours or less a fortnight and are engaged for a minimum of 3 hours per day, pursuant to a fortnightly roster. Accordingly, this applies to Apple's part time team members in the current agreement and Apple has paid all relevant entitlements to part time team members.</p> <p>The NEA provides additional benefits to part time team members, when compared with the current agreement. The provisions relating to part-time employees in the NEA ensures an agreement as to hours of work on engagement and guarantees contract hours of work of 19 hours at a minimum a week at all times (unless varied by agreement) and these 19 hours a week cannot be varied without agreement.</p>
HOURS OF WORK				
24.	25	Nick Horton (51) 19 August 2022	Propose 8am instead of 6am start to standard hours for Part B employees	<p>The nature of the work of Part B employees requires them to often start at 6 a.m. Apple will not be changing this.</p> <p>The above award Minimum Rates of Pay and Late Night Premium until 9am for Part B employees compensates them for working this span of hours.</p>
25.		RAFFWU (Job Security 4.4)	Minimum shift length of 4 hours	<p>Apple will not be amending the minimum hours of a shift. The minimum number of hours in the NEA exists to ensure that employees are not disadvantaged by working a short shift if required, with a maximum number of hours also applying to ensure the safety and wellbeing of employees.</p> <p>A minimum of 3 hours a shift is a consistent practice in the Retail Award and among comparable retailers.</p>
26.	90	RAFFWU (Job Security 7)	Right to have full-time hours allocated across a four-day week	<p>As has been discussed, Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs. The issue of the four-day week and days off has been discussed in the context of the bargaining. The NEA could, as part of a flexible work arrangement, accommodate such a request, however flexibility is not achieved by including such a provision as a right.</p> <p>Apple agreed to inserting into the NEA a right for full-time Part A and Part B employees to have one day from Monday to Friday as a fixed day off each week (if they provide 7 days of availability) or two consecutive days off a week (if they provide 6 days of availability) (See NEA draft as at 7 October 2022) or two consecutive days off a week.</p>
<u>27.</u>		<u>Liam Dullard</u> <u>7 September 2022</u>	<u>Include optional employee arrangements to meet the 38 hour work week/76 hour fortnight as outlined in the general retail agreement</u>	<u>The option for flexibility in how hours are worked are a matter for individual employees' contracts or individual arrangements to accommodate personal circumstances.</u>
CLASSIFICATION				
<u>27-28.</u>		Scott McBlane (43) 19 August 2022	Clarification of different treatment of employees based on their age in the NEA clause 8.3 and 9.3	Apple's NEA classifications and pay structure relate to employee's skills and duties as outlined in Schedule A. Junior and senior employees may at times both be Level 1 by virtue of the duties they perform. <u>Apple will not be making any further changes to the classification structures within the NEA.</u>

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
28-29.	106	Iain Horsfall (64) 19 August 2022	Split the Lead role into a different category because it is the most common career experience - and a Genius doing a Lead experience would not receive any higher duties allowance because they are in the same category (ie. Apple Retail Team Member Level 2)	Apple's position is that the role of a Lead, specifically their skills and duties, are that of a Level 2. Apple's position is set out in a number of documents, including within the NEA Classification Mapping provided on 3 October 2022. Apple will not be making any further changes to the classification structures within the NEA. We are further considering higher duties allowances.
29-30.	110	Alice Gibson (69) 19 August 2022	Classify People Operations Planner role as Apple Retail Team Member Level 2 because of breadth of role	Apple's position is that the role of a People Ops Planner, specifically their skills and duties, are that of a Level 1. Apple's position is set out in a number of documents, including within the NEA Classification Mapping provided on 3 October 2022. Apple will not be making any further changes to the classification structures within the NEA.
30-31.		Max Ryck (70) 19 August 2022	Clarify the definition of "Shift Worker"	As explained in the bargaining meeting on 22 August 2022, Apple currently does not have shift workers – no employee has shifts which are continuously rostered 24 hours a day for seven days a week. The Fair Work Commission requires the enterprise agreement to have a definition of Shift Workers in the enterprise agreement for the purpose of the additional week's annual leave under the National Employment Standards.
31-32.	110	Max Ryck (71) 19 August 2022	Reclassify roles that are Level 1 and oversee a team to be Level 2, namely Planning Expert, Genius Admin, People Operation Manager	Apple's position on classifications and roles is set out in the NEA – Classification Mapping document provided on 3 October 2022. It is our view that the roles of Programming Expert (we presume you meant this role, as opposed to Planning Expert), Genius Admin, People Operation Planner (as opposed to Operation Manager) all fall within Level 1. Apple will not be making any further changes to the classification structures within the NEA.
32-33.	8	Kane Murtagh (84) 19 August 2022	Review for team members engaged as Experts in Levels 1, 2 or 3, and whether, based on their classifications, they didn't receive weekend rates that they should have received when engaged as level 2 or 3 and provide back pay.	Under the proposed NEA (and Retail Award), Apple considers that the duties of an Expert align with Level 1 as set out in the position descriptions provided to bargaining representatives on 30 September 2022 and NEA – Classification Mapping document provided on 3 October 2022. As previously mentioned, the alignment of roles to levels under the proposed NEA is different to Apple's current enterprise agreement. Apple will not be making any further changes to the classification structures within the NEA. Apple has ensured that all team members engaged as Experts currently, under the current agreement have been appropriately classified.
33-34.	110	Thomas Lane (94) 22 August 2022	Review classification of roles in Level 1 and Level 2. For example – Specialist and Business Expert – Business Expert has more responsibility – only similarity in job description is to drive sales.	Apple's position is that the roles of a Specialist and Business Expert, specifically their skills and duties, are that of a Level 1. Apple's position on classification and roles is set out in the following: <ul style="list-style-type: none"> • 'Job Level Classifications' document, provided to Mr Potter of the ASU on 19 August 2022. This document sets out each level within the NEA and what specific roles are aligned to each level; • Job Descriptions for each role covered by the NEA on 1 October 2022; • Salary data from Apple including the lowest, mean, mode, and median for each level on 19 September 2022; and • NEA Classification Mapping provided on 3 October 2022, which, sets out the NEA level descriptions against each of the modern award level descriptions (e.g. indicative tasks and required duties) and, with reference to the Job Level Classifications Documents, the roles that fall within each level. Apple will not be making any further changes to the classification structures within the NEA.
34-35.	110	Max Fox (105) 22 August 2022	Role classifications should match Apple's internal classifications	Apple confirms that the roles match the classifications in the NEA, as set out in the NEA Classification Mapping provided on 3 October 2022. The role classifications broadly map to Apple's internal classifications.
35-36.	110	Nick Horton (113) 22 August 2022	Review classifications – Level 1 roles (Apple tier 2) should be classified as Level 2 in the NEA	Apple's position is that the roles outlined within the classification document specifically their skills and duties, are that of a Level 1. Apple's position is set out in a number of documents, including within the NEA Classification Mapping provided on 3 October 2022. Apple will not be making any further changes to the classification structures within the NEA.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
36-37.		Kane Murtagh 14	Classification for employees should match internal 'support levels' Apple's 'Level Classifications Reference' and Schedule A makes no sense. To group both junior and senior employees into 'Level 1' for Part A and Level 2 for Part B is counterintuitive. It appears Apple operate a 'shadow EA' with regards to classifying employees, and I would like to see much greater clarity in Schedule A.	Apple has provided greater clarity around the classifications in the NEA, the classifications in the Retail Award and Apple's internal job titles including at the bargaining meeting on 30 September 2022. Apple's NEA classifications and pay structure relates to employee's skills and duties as outlined in Schedule A. Junior and senior employees may at times both be Level 1 by virtue of the duties they perform.
37-38.		RAFFWU Other 8	No changes to the position, title, salary or type of employment without the agreement of a worker.	We reiterate our response of 23 September 2022 and confirm that the NEA, nor Apple's other legal obligations, mean that Apple changes an employee's position, title, salary or type of employment without first agreeing to this with the employee. This is even the case for a monetary promotion.
38-39.		RAFFWU Other 10	All classifications to be mapped against Award classification descriptors and where the relevant classification is at a higher level than the comparable level, paid a relativity loading comparable to the Award	Apple provided the NEA – Classification Mapping document on 3 October 2022 and this was discussed at the Bargaining Meeting. The classifications, and indicative duties and roles within the <i>Retail Award</i> do not neatly align with Apple's roles however our mapping document sets out our position on where Apple's roles broadly correlate with the classifications in the <i>Retail Award</i> . The lowest rates in the NEA for our Team Member Level 1 are equal to and greater than the rates for the higher classifications (from level 7) in the <i>Retail Award</i> .
39-40.	110	ASU Log 4	A fair and transparent classification structure that reflects actual job titles for each department/store, including scope for promotion and payment for higher duties	Apple considers that it has a fair and transparent, albeit broad, classification structure. Apple is further reviewing this claim regarding whether the "actual job titles" could be added to the classification structure within the NEA. The documents provided to date that assist in understanding the classification structures include: <ul style="list-style-type: none"> 'Job Level Classifications' document, provided to Mr Potter of the ASU on 19 August 2022. This document sets out each level within the NEA and what specific roles are aligned to each level; Job Descriptions for each role covered by the NEA on 1 October 2022; Salary data from Apple including the lowest, mean, mode, and median for each level on 19 September 2022; and NEA Classification Mapping provided on 3 October 2022, which, sets out the NEA level descriptions against each of the modern award level descriptions (e.g. indicative tasks and required duties) and, with reference to the Job Level Classifications Documents, the roles that fall within each level. <p>Apple is currently reviewing the higher duties allowance clause in the current draft of the NEA and hope to provide an updated version shortly. Apple will not be making any further changes to the classification structures or higher duties within the NEA.</p>
40-41.		Josh Whiteford 3 October 2022	In the HP EBA, they have provisions for their employees at Entry Level, Intermediate Level, Specialist Level and Expert Level. I would like Apple to adopt a similar classification structure, and for this to be included in the NEA in line with the relevant award.	Apple's position on classifications is set out NEA Classification Mapping provided on 3 October 2022, which, sets out the NEA level descriptions against each of the modern award level descriptions (e.g. indicative tasks and required duties) and, with reference to the Job Level Classifications Documents, the roles that fall within each level. This is a considered structure that works well and based specifically on employees' skills and duties. Apple will not be including a similar classification structure as you have outlined.
41-42.		Josh Whiteford 3 October 2022	For all AppleCare Team Member Level 1 & Level 2 Employees to be underwritten by the Technician 6 role as outlined in the Business Equipment Award.	Apple's position on classifications is set out NEA Classification Mapping provided on 3 October 2022, which, sets out the NEA level descriptions against each of the modern award level descriptions. Our position is that AppleCare Managers are more aligned to Level 6 technician as under the Business Equipment Award.
42-43.		Josh Whiteford 3 October 2022	The Business Equipment award requires employees who are shift workers (as defined in the award) to be paid an allowance in the event their shifts ends after 6:30PM. I would like this to be included in the NEA in line with or as an enhancement to the relevant award.	As explained in the bargaining meeting on 22 August 2022, Apple currently does not have shift workers – no employee has shifts which are continuously rostered 24 hours a day for seven days a week. The Fair Work Commission requires the enterprise agreement to have a definition of Shift Workers in the enterprise agreement for the purpose of the additional week's annual leave under the National Employment Standards.
44.		Liam Dullard 7 September 2022	Back pay for any team who was not receiving weekend rates when engaged as level 2 or 3, or had been moved to salary and will now return to hourly	Apple has ensured that all team members engaged as Experts currently, under the current agreement have been appropriately classified and paid their correct entitlements pursuant to their classification.

45.	<p><u>Randy Walton</u> <u>12 October 2022</u></p>	<p><u>Customer Relations are currently classified as Part B AppleCare employees. This is incorrect, as we are no longer part of the AppleCare team reporting through to Kelly Dike, and have not been part of that organisation for over a year.</u></p> <p><u>Customer Relations JAPAC is now a part of the CSS organisation and reports upward through Ee Lyne Tan - CSS Singapore through to Rachel Cox in Dublin and Christy Keoshian in the USA. As such we are integrating more of the CSS roles into Customer Relations in both Singapore and fir Australia. For the purposes of the NEA, we are only referring to Australian employees. As such, it is likely that as we are part of the greater CSS team, we should be cast as Part C employees.</u></p> <p><u>Therefore, we are putting forward a modification to our claim, that based on our organisational alignment in Apple, CSS is a corporate function and that we are a customer facing extension of the repair and channel organisation, we should be re-classified as PART C Customer Relations which is an existing Part C category. As such, this does not require any change to the body of the NEA but it is critically important alignment to the Customer Relations team here in Australia.</u></p> <hr/> <p><u>We have a significant issue with the positioning and understanding of the classification for the Customer Relations Tier 1 (Support 3) and Customer Relations Tier 2 (not sure of the level, but I believe it is Support 4).</u></p> <p><u>I am generally OK with a few generic levels in the NEA, but they do need additional granularity. They are currently far too gross in scope. ELR is lumping far too many roles with disparate functions into too few classifications and the CSS Specialty teams have previously made a claim and have issues with the current state. Having read through the job descriptions and how ELR (and People) have mapped the descriptions, there is a clear misunderstanding of what CR actually does relative to the other roles in AppleCare. I have taken the JD and supplemented what we ACTUALLY do:</u></p> <p><u>1. Customer Relations Tier 1 Support 3.</u></p> <ul style="list-style-type: none"> <u>• Customer Relations (CR) Advisor, is the highest point of escalation for Apple customers for customer relationship management.</u> <u>• Customer Relations (CR) Advisor, is the highest point of escalation for Apple customers for AppleCare Agreement administration issues</u> <u>• Be an escalation point (Tier 3 support) to Tech Tier 2 advisors for Consumer Law, Repair issues, CRU, Shipping, Safety and Monetary Reimbursements or other advise and counsel.</u> <u>• Work directly other organisations such as Apple Retail Store, Australia Post, TNT/FEDEX.</u> <u>• Take ownership of Safety Cases when requested by SSE (Safety engineering)</u> <u>• Work with Apple legal for Safety Compensation claims.</u> <u>• Provide expert advice to customer with respect to Australian Consumer Law and customer claims</u> <u>• Work directly with CSS on repair issues with CL liquid Damage, Back Order service parts, Apple Repair Centre outreach and more</u> 	<p><u>Apple will consider this new claim in detail, and provide a response to this shortly.</u></p>
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	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
			<ul style="list-style-type: none"> • <u>Take ownership from Tier 2 advisors when the becomes too complex and within CR Scope for mending the customer relationship and experience.</u> • <u>Perform effective case and customer management for the life of the case.</u> • <u>Perform other non case / technical duties as directed.</u> • <u>All AHA advisors work independently.</u> <p><u>2. Customer Relations Tier 2 Support 4</u></p> <ul style="list-style-type: none"> • <u>Provide 2nd level support when consulted to Customer Relations advisors</u> • <u>Assist in the development of new procedures with CSS and other organisations</u> • <u>Assist in the update of new knowledge base articles.</u> • <u>Project management and participation for new tools rollout</u> • <u>CR advisor training for new function or tool rollout.</u> • <u>Northstar evaluations</u> • <u>Galaxy evaluations</u> • <u>Currently does NOT customer facing calls or case management.</u> 	
	<u>43-46.</u>	SDA Claim (Ancillary)	The company to dedicate a specific session/meeting to explain the classifications structure to bargaining representatives and allow for bargaining reps to ask questions about why specific job roles fall into specific levels.	We have discussed this on 30 September, 4 October and anticipate discussing this at future bargaining meetings. <u>Apple will not be making any further changes to the classification structures within the NEA.</u> We are continuing to consider classification structures.
PART TIME EMPLOYEES				
	<u>44-47.</u>	64 Maximilian Ryck (6) 15 August 2022	19 hours a week minimum number of guaranteed hours	<p>The proposed NEA introduces a guaranteed minimum number of hours of work (Contract Hours) for part time team members of 19 hours a week (up from 20 hours a fortnight previously). This is only a <u>minimum</u> guarantee. Our part time team members will continue to work the number of hours they were engaged to work or they can, by agreement with us, choose the number of hours they want to work each week or fortnight (of less than 76 hours a fortnight).</p> <p>Apple cannot vary an employees' guaranteed hours to be less than 19 hours unless an employee agrees to this. <u>Apple is reviewing clause 3.9 and will provide an update as soon as possible.</u></p>
	<u>45-48.</u>	64 Scott McBlane (44) 19 August 2022	Minimum part time hours should be 16 hours per week	The proposed NEA introduces a guaranteed minimum number of hours of work (Contract Hours) for part time team members of 19 hours a week (up from 20 hours a fortnight previously). This is only a <u>minimum</u> guarantee. Our part time team members will continue to work the number of hours they were engaged to work or they can, by agreement with us, choose the number of hours they want to work each week or fortnight (of less than 76 hours a fortnight). This can be 16 hours a week.
	<u>46-49.</u>	64 RAFFWU (Job Security 3)	Minimum entitlement to 19 hours contracted per week for all workers except by written request, including but not limited to a Flexible Work Arrangement, and any such request is able to be withdrawn at anytime	<p>Apple has agreed to increase the minimum Contract Hours to 19 hours a week (up from 20 hours a fortnight).</p> <p>Contract Hours can be varied by agreement. <u>Apple is reviewing clause 3.9 and will provide an update as soon as possible.</u></p>
	<u>47-50.</u>	RAFFWU (Job Security 4.7)	For part-time workers, set days which cannot change without agreement and set times on days	Apple cannot vary an employees' guaranteed hours to be less than 19 hours unless an employee agrees to this. <u>Apple is reviewing clause 3.9 and will provide an update as soon as possible.</u>

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
48-51.		Kane Murtagh Log 6 Part A	<p>Strike out and remove the definition '<i>Transition Period</i>' from clause 15, and amend the following classes accordingly:</p> <p>(A) Amend definition for 'Overtime Hours for Part Time Employees' in clause 15 to remove reference to 'Transition Period'</p> <p>(B) Amend clause 18.4(c) to remove reference to 'Transition Period'</p> <p>(C) Amend clause 18.5 to remove reference to 'Transition Period'</p> <p>(D) Amend clause 27.4(c) to remove reference to 'Transition Period'</p> <p>(E) Amend clause 27.5 to remove reference to 'Transition Period'</p> <p>Clause 18 & 27 are clear that for hours to be considered overtime they require approval. There is no need for a transition period, and it does nothing except to serve further confusion around the make-up of Part Time hours</p> <p>Clause 18 & 27 are clear that for hours to be considered overtime they require approval. There is no need for a transition period, and it does nothing except to serve further confusion around the make-up of Part Time hours</p>	This clause is required to ensure that work that is not at the direction of Apple in accordance with Apple's operational requirements is reflected on sign in and sign out logs for retail Team Members which are provided to payroll. All hours directed to be worked outside of rostered hours will be payable at overtime rates.
49-52.	64	ASU Log 17	<p>Part-time hours:</p> <p>a. Contract hours that reflect actual hours worked over a 12 month period with annual reviews; and</p> <p>b. A minimum 20 guaranteed hours for part-time employees in the enterprise agreement.</p>	Apple has agreed to increase the Contract Hours which are guaranteed minimum hours of work, to 19 hours a week for part-time employees. Apple does not propose to have the minimum Contract Hours in the NEA reflect the average of the actual hours worked each year. Actual hours of work differ from employee to employee. That is the nature of part-time employment, to work less than 76 hours, depending on the agreed Contract Hours. It is not practicable for the NEA to stipulate actual hours worked in this circumstance.
50-53.	80	SDA Claim 34	Contract hours of a part time employee may not be varied without agreement from the employee. (delete CI 3.9(b))	Apple cannot vary an employees' guaranteed hours to be less than 19 hours unless an employee agrees to this. Apple is reviewing clause 3.9 and will provide an update as soon as possible.
51-54.	77	SDA Claim 28	Inclusion of an increase to PPT hours clause that would give workers the option to increase their base contracts to the average hours (average being inclusive of both guaranteed hours and any additional rostered hours hours) worked over the previous 12 months.	This is a matter for individual employees' contracts. Employees and Apple can agree on engagement with part-time employees as to their hours of work a fortnight. The minimum guaranteed hours in the NEA is just a minimum. Part-Time Additional Hours are a way that part-time employees can "flex up" their hours of work, consistent with the practice in the <i>Retail Award</i> .
OVERTIME				
52-55.	96	Nick Horton (48) 19 August 2022	For Part B employees – redefine overtime to not require manager approval in advance due to unscheduled customer calls going over time and impractical to get prior approval	Clause 27.1(b) of the NEA has been updated in the NEA. Overtime for Part B employees does not require manager approval for work immediately following your Rostered Hours on any given day in order to finalise a customer interaction commenced prior to the scheduled end of an employee's shift.
53-56.	97	Nick Horton (49) 19 August 2022	Increase overtime premium to 200% for Part B employees for the first 2 hours (rather than 150% for first 2 hours)	Apple will not be amending the penalty (premium) for overtime for Part B employees. The premium provided is more generous than the award given the above award Minimum Hourly Rate of Pay.
54-57.	98	Max Fox (103) 22 August 2022	Overtime to be calculated on a weekly basis rather than fortnightly	Currently, overtime applies for time worked outside of rostered hours and above 76 hours in a fortnight. Apple provides an above award Minimum Hourly Rate of Pay in exchange for flexibility in when overtime rates are triggered, because of this the NEA triggers overtime in different circumstances to the Retail Award including not triggering overtime on a weekly basis.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
55-58.	84	RAFFWU (Job Security 4.1)	Where work is performed on more than one shift in a day, the second shift be overtime	<p>The Rostering Principles in the NEA for all Part A to Part D Employees include:</p> <ul style="list-style-type: none"> • a maximum of 10 hour shift; and • a 12 hour break between shifts. <p>Should there be a situation where a shift is less than 10 hours, there is a break between that shift and the next shift of at least 12 hours and the next shift commences in the same day, Apple's overtime provisions for full-time, part-time and casual employees provide for additional payments for hours worked in excess of 76 hours a fortnight (for full-time and casual employees) and in excess of Contract Hours (for part-time employees) a fortnight. Apple considers there are appropriate triggers for overtime already in the NEA.</p>
56-59.		RAFFWU (Job Security 6)	Right to reject request to work overtime	Apple has amended the NEA in the second draft to confirm that overtime is only worked if by agreement. See clause 18.2.
57-60.		Kane Murtagh Log 8	<p>Make the following changes;</p> <p>A. Add new clause with the following provision for overtime calculation "Any hours of work performed by Full Time and Casual Employees in excess of 30 minutes past their rostered finish time at the direction of, or retroactively approved by your relevant manager, will be considered to be Overtime"</p> <p>B. Amend Clause 18.1 to include language clarifying that any overtime calculates in the new clause (listed above) does not count in the calculation of Overtime under clause 18.1</p> <p>Currently under the enterprise agreement overtime rate is not paid until the employee has 76 hours clocked. If an employee is sick, or takes any form of leave, and they do not make 76 hours the employee will not receive overtime. I believe an employee who stays significantly past their rostered finish time deserve a penalty rate for their effort - regardless of if they had leave for any purpose. The clause would not limit an employee's current entitlements under Clause 18.1, nor would it result in mass OT payments given 30 minutes of extra time would be required prior to OT rates applying. Finally the consideration of excluding hours of the new clause from the 18.1 calculation prevent an employee 'double-dipping' overtime</p>	<p>A & B: If a full-time employee and casual employee is rostered to work 76 hours a fortnight and is required to work <u>any time</u> in addition to this, regardless of whether it is one minute or three hours, this will be in excess of their 76 hours a fortnight and will be paid at overtime rates. Because of this, see clause 18.1, there is no need for an additional clause as you have suggested as it conflicts with the existing overtime clause.</p> <p>C: Apple can provide erroneous examples if overtime was to be triggered by including paid leave when calculating 76 ordinary hours of work. The taking of paid leave is not considered "work" in the traditional sense and the very purpose of taking leave (e.g. to rest) is contrary to the notion of time worked giving rise to an overtime entitlement. <u>Despite this, Apple will include all paid leave when calculating hours of work for the purposes of calculating overtime, and will amend the NEA to reflect this.</u></p>
58-61.	6	ASU Log 6	No exclusion of any EA covered employees from overtime and penalty rates.	Managers and those above the Exemption Salary will not be entitled to separate overtime and penalty rates and are compensated for this in their above Minimum Base Salary. Their salaries are sufficiently adequate to provide them for compensation for any penalty rates or overtime they would otherwise be entitled to receive if they had lower salaries.
59-62.	67	ASU Log 18(h)	Overtime is payable for all un-rostered hours	The Minimum Hourly Rate of Pay sufficiently compensates employees for working hours outside of the set roster, at an above award Minimum Hourly Rate of Pay up to 76 hours per fortnight, and will not be applying overtime rates to such hours.
60-63.	82	SDA Claim 25	Any work that exceeds the 10 hours maximum in one shift to be paid at overtime rates.	Overtime applies for time worked outside of rostered hours and above 76 hours in a fortnight. Apple provides an above award Minimum Hourly Rate of Pay in exchange for flexibility in when overtime rates are triggered, because of this the NEA triggers overtime in different circumstances to the <i>Retail Award</i> .
61-64.	78	SDA Claim 29	<p>Any contravention of the rostering provisions within the agreement automatically attracts overtime rates of pay without the requirement to have worked past 76 hours.</p> <ul style="list-style-type: none"> • <i>This includes work outside the span of hours and work in excess of 38 in one week (or 76 in two weeks if working a two week roster).</i> 	Apple has an obligation to comply and will not contravene the rostering principles in the NEA and as such, it is not necessary to include a clause to this effect in the NEA.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
62-65.	100	SDA Claim 30	Overtime rates to be paid at 150% for the first 2 hours and 200% for every hour after.	For Part A employees, overtime is payable at 150% for the first 2 hours and 200% for every hour after. See clause 18.
63-66.	101	SDA Claim 59	Delete transition period. All work outside of rostered hours is considered over time or the employee has the right to leave work/stop work at their rostered finishing time.	Apple would prefer to retain this clause. This clause is required to ensure that work that is not at the direction of Apple in accordance with Apple's operational requirements is reflected on sign in and sign out logs for retail Team Members which are provided to payroll. Overtime applies in the circumstances outlined in clause 18 of the proposed NEA.
64-67.		Josh Whiteford 2 October 2022	Delete transition period. All work outside of rostered hours is considered over time or the employee has the right to leave work/stop work at their rostered finishing time.	Apple would prefer to retain this clause. This clause is required to ensure that work that is not at the direction of Apple in accordance with Apple's operational requirements is reflected on sign in and sign out logs for retail Team Members which are provided to payroll. Overtime applies in the circumstances outlined in clause 18 of the proposed NEA.
65-68.		Josh Whiteford 3 October 2022	Under the current award, this has a provision for all relevant overtime and/or penalty rates to be paid to employees with a Salary of below \$67627/year. I would like this provision to be included in the NEA alongside the related benefits.	The Exemption Salary (currently, \$68,000 in the NEA) means that employees who receive this salary and above will not be entitled to separate overtime and penalties (premiums) as they are compensated for this in their above award Minimum Base Salary. Employees who are not Managers, or who receive salaries below the Exemption Salary already receive penalties, premiums and overtime.
WEEKEND PENALTY RATES				
66-69.	6	Chantelle Mora (18) 28 August 2022	Retail Managers receive weekend premiums (and overtime)	The salaries for these employees are higher than other levels within the classification structure. Managers and those above the Exemption Salary will not be entitled to separate overtime and penalties (premiums) and are compensated for this in their above award Minimum Base Salary.
67-70.	18	Maximilian Ryck (2) 15 August 2022	150% on Saturday and 200% on Sunday	Apple's weekend penalties (premiums) for full time and part time employees are currently 125% on Saturdays and 150% on Sundays. This is consistent with the <i>Retail Award</i> percentages but applied to a higher base rate, making these entitlements more than sufficient to pass any better off overall test conducted by the Fair Work Commission upon NEA approval. Saturday premiums are now payable to Level 2 employees, whereas in the previous agreement it was only available to Level 1.
68-71.	18	Kane Murtagh (24) 15 August 2022 Kane Murtagh Log 1	Amend weekend premiums in one of the two proposed manners below; A. Include Saturday Allowance of A\$ 10.2 per hour and Sunday allowance of A\$15.8 for 'Part A' employees consistent with the benefits for Part B employees under clause 28.3 B. Strike-out clause 28.3 entirely and instead amend clause 19.2(a)/28.2(a) to 150% and clause 19.2(b)/28.2(b) to 175% Apple often purport a 'One Apple' mindset concerning collaboration, support, and engagement between teams. Customer support staff at Apple Retail Stores, Retail Customer Care, and AppleCare are very similar in nature and for this reason I believe we should be awarded the same weekend benefits. Under the current proposed agreement a Part B employee on the minimum rate would earn A\$ 77.52 more on a 7.6 hour Saturday shift. While my preference is for Log 1(A) to be accepted I can appreciate there is likely a higher number of Part A employees rostered on a weekend, and this could substantially affect weekend labour cost. For this reason I have proposed 1(B) above as a comprise which benefits all customer service employees equally.	A: Apple does not propose to provide the same entitlements on every occasion to Part A and Part B employees. Apple is required to ensure the wages and allowances under the proposed NEA are better off overall than the relevant award. Despite your comments that Part A and Part B employees are "similar in nature" the underlying award for Part B employees is the <i>Business Equipment Award 2020</i> which contains different entitlements to the <i>General Retail Industry Award 2020</i> . The <i>Business Equipment Award</i> provides for both penalties (premiums) and an allowance for working on Saturday or Sunday (similar to your option A) but the <i>Retail Award</i> does not. In Apple's experience, Part B Employees work less on the weekends than weekdays when compared with Retail employees who commonly work 7 days a week and this is one reason for the additional allowance for working Saturday or Sunday for Part B employees only. B: Apple's weekend penalties (premiums) for full time and part time employees are currently 125% on Saturdays and 150% on Sundays. This is consistent with the <i>Retail Award</i> percentages but applied to a higher base rate (making these entitlements more than sufficient to pass any better off overall test conducted by the Fair Work Commission upon NEA approval). Further, Apple has agreed to applying weekend penalties (premiums) to Team Member Level 2 employees under the proposed NEA. Historically, under the 2014 EA, only Team Member Level 1 employees were eligible for weekend penalties (premiums). Apple considers the inclusion of premiums for Team Member Level 2 employees in combination with Apple's above award Minimum Hourly Rate to be sufficient compromises. Any further increases to the weekend penalties (premiums) or who receives them is unlikely to be agreed to.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
69-72.	18	Nick Boemo (40) 15 August 2022	Saturday rates to be 150% and Sunday rates at 200%	Apple's weekend penalties (premiums) for full time and part time employees are currently 125% on Saturdays and 150% on Sundays. This is consistent with the <i>Retail Award</i> percentages but applied to a higher base rate (making these entitlements more than sufficient to pass any better off overall test conducted by the Fair Work Commission upon NEA approval). Saturday premiums are now payable to Level 2 employees, whereas in the previous agreement it was only available to Level 1.
70-73.	18	Jayden Ordner (57) 19 August 2022	Change weekend premiums 125% to 150% premium (Saturday) and change 150% to 200% premium (Sunday)	Apple's weekend penalties (premiums) for full time and part time employees are currently 125% on Saturdays and 150% on Sundays. This is consistent with the <i>Retail Award</i> percentages but applied to a higher base rate (making these entitlements more than sufficient to pass any better off overall test conducted by the Fair Work Commission upon NEA approval). Saturday premiums are now payable to Level 2 employees, whereas in the previous agreement it was only available to Level 1.
71-74.	19	Nick Boemo (52) 19 August 2022	Apply additional weekend allowance that applies to Part B employees to Part A employees (\$10.20 per hour on a Saturday and \$15.80 per hour on a Sunday)	The <i>Business Equipment Award 2020</i> provides a monetary allowance for non-shift workers (of \$14.66 an hour for Saturday work and \$20.54 per hour for Sunday work – which works out to roughly between 150%-175% and 175%-200%) and a penalty of 150% for Saturday and 200% for Sunday for shiftworkers. For Part B and C, the NEA provides for 125% on Saturdays and 150% on Sundays and for Part B, an additional allowance of \$10.20 per hour on Saturday and \$15.80 per hour on Sunday for all Part B and C employees (See: clause 28 and 35). Apple believes these allowances and premiums when paid on above award Hourly Rates of Pay are sufficient.
72-75.	18	Thomas Lane (93) 22 August 2022	Increase weekend premium rates. NEA offers award rate	Apple's weekend penalties (premiums) for full time and part time employees are currently 125% on Saturdays and 150% on Sundays. This is consistent with the <i>Retail Award</i> percentages but applied to a higher base rate (making these entitlements more than sufficient to pass any better off overall test conducted by the Fair Work Commission upon NEA approval).
73-76.	21	Iain Horsfall (108) 22 August 2022	Pay premiums regardless of classification – all treated equally	Under the current 2014 Agreement, only Level 1 employees receive Saturday penalties. Under the NEA, all employees (except Managers, employees paid the Exemption Salary or above or Engineering Employees) receive both Saturday and Sunday penalties. The salaries payable to those employees who do not receive weekend premiums are significantly higher than those employees who do.
74-77.	110	Iain Horsfall (126) 25 August 2022	All team members who are eligible for premiums will continue to receive premiums even if the roles are further split in the next draft. Not suggesting that Managers receive premiums.	Under the current 2014 Agreement, only Level 1 employees receive Saturday penalties. Under the NEA, all employees except Managers, employees paid the Exemption Salary or above or Engineering Employees receive both Saturday and Sunday penalties. The salaries payable to those employees who do not receive weekend premiums are significantly higher than those employees who do.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
75-78.		Kane Murtagh Log 9 and 10	<p>Amend Clause 1.7 that in the event multiple accumulating penalties apply only the two highest accumulative and other are disregarded. Categorise penalties into 'accumulating' OR 'non-accumulating'.</p> <p>A. Public Holiday (Section 22, 31) — Does not accumulate. In the event an employee is paid Public Holiday Rate, no other penalties apply.</p> <p>B. Overtime (Section 18, 27) — Accumulates with other penalties, except when in conjunction with a 'non-accumulating' penalty</p> <p>C. Weekend Rates (19, 28) Accumulates with other penalties, except when in conjunction with a 'non-accumulating' penalty</p> <p>D. Late Night Work (20, 29) Accumulates with other penalties, except when in conjunction with a 'non-accumulating' penalty.</p> <p>Penalty rates and loadings exist to provide an employee an extra level of compensation when conditions of work are outside normal working operations or business norms. It is fair and reasonable that if an employee is operating outside of business norms in multiple manners that they be compensated accordingly. I will also note that accumulative penalties were the norm under The Apple Collective Workplace Agreement 2009 and only cease when voted away in the 2014 agreement. I do believe there is an upward limit of penalties which should apply, and therefore I think it is a balance approach to allow only two penalties to accumulate unless in the case of Public Holidays where the premium is substantially high as-is.</p>	<p>Apple will pay the highest applicable penalty rate for the hours/day worked. This is a generous option available and has to be balanced with the NEA as a whole, especially in light of Apple's above award Minimum Hourly Rate.</p>
76-79.	18	ASU Log 5(a)	<p>A penalty rate of 150% for Saturday work, 200% for Sunday work including for managers</p>	<p>Part A Apple's weekend penalties (premiums) for full time and part time employees are currently 125% on Saturdays and 150% on Sundays. This is consistent with the <i>Retail Award</i> percentages but applied to a higher base rate (making these entitlements more than sufficient to pass any better off overall test conducted by the Fair Work Commission upon NEA approval). Further, Apple has agreed to applying weekend penalties (premiums) to Team Member Level 2 employees under the proposed NEA. Historically, under the 2014 EA, only Team Member Level 1 employees were eligible for weekend penalties (premiums). Apple considers the inclusion of premiums for Team Member Level 2 employees in combination with Apple's above award Minimum Hourly Rate of Pay to be sufficient compromises. Any further increases to the weekend penalties (premiums) or who receives them is unlikely to be agreed to.</p> <p>Part B and C The <i>Business Equipment Award 2020</i> provides a monetary allowance for non-shift workers (of \$14.66 an hour for Saturday work and \$20.54 per hour for Sunday work – which works out to roughly between 150%-175% and 175%-200%) and a penalty of 150% for Saturday and 200% for Sunday for shift workers. For Part B and C, the NEA provides for 125% on Saturdays and 150% on Sundays and for Part B, an additional allowance of \$10.20 per hour on Saturday and \$15.80 per hour on Sunday for all Part B and C employees (See: clause 28 and 35). Apple believes these allowances and premiums when paid on above award Hourly Rates of Pay are sufficient.</p> <p>Part D The <i>Professional Employees Award 2020</i> does not provide for any weekend penalties whereas the NEA ensures 125% on Saturday and 150% on Sunday. This is plainly a beneficial entitlement for Part D employees.</p> <p><u>Managers and employees paid the Exemption Salary</u> The salaries for these employees are higher than other levels within the classification structure. Managers and those above the Exemption Salary (currently, \$68,000) will not be entitled to separate overtime and penalties (premiums) and are compensated for this in their above award Minimum Base Salary.</p>

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
EARLY MORNING PENALTY RATES				
77-80.		Amador Vargas Jnr (29) 15 August 2022	If the AppleCare penalty rates for working from 6am to 9am are being removed, it should be phased in slowly so team members can budget for it	Apple has updated the late-night work penalty for Part B employees to apply until 9 a.m., not 6 a.m. in the most recent version of the NEA.
78-81.		Miller Lokanata (131) 29 August 2022	Premium hours for Part B employees should not be changed to 6am	Apple has updated the late-night work penalty for Part B employees to apply until 9 a.m., not 6 a.m. in the most recent version of the NEA.
79-82.	25	SDA Claim 7	Early morning penalty rate of 125% for work between 6am-7am.	Apple provides for a generous span of hours for late night work in the NEA as, it is more likely that Part A employees will work late nights rather than early mornings.
		Kane Murtagh Log 2	Amend Clause 20.1 to conclude at 9am instead of 6am. Duties and requirements of certain roles; namely Backstage team, Genius/admin team, and Lead family; often require these team members to start work between 7am - 9am. Early shifts apply only to a small part of ARS total workforce, and given that shifts between 7am - 9pm can substantially alter an employee work-life balance, a penalty should apply between these times. In addition to the reasoning laid out above, adjusting late-night hours to a 9am end would bring our provisions in-line with clause 29.1 for Part B employees.	Apple has agreed to start late night penalty rates at 125% from 6 p.m. until 6 a.m. in the fifth version of the NEA (7 October 2022). Otherwise, Apple does not propose to provide the same entitlements on every occasion to Part A and Part B employees. Apple is required to ensure the wages including any late night or early morning shift penalties paid under the proposed NEA are better off overall than the relevant awards, which are different for Part A and Part B employees. In relation to your comments about work-life balance, Apple would say that work-life balance is subjective. Employees who work shifts that start before 9am may be able to finish their shift earlier in the day and enjoy work-life balance benefits in the afternoon as a result.
LATE NIGHT WORK				
80-83.	23	Maximilian Ryck (3) 15 August 2022	Start late night loadings from 8 p.m. not 10 p.m. for Part A Employees	Apple has agreed to start late night penalty rates at 125% from 6 p.m. until 6 a.m. in the fifth version of the NEA (7 October 2022).
81-84.	23	Kane Murtagh (25) 15 August 2022	Night loading rates should be the same for AppleCare and Retail and start at 8pm	Apple has agreed to start late night penalty rates at 125% from 6 p.m. until 6 a.m. in the fifth version of the NEA (7 October 2022).
82-85.	23	Jayden Ordner (58) 19 August 2022	Start late night premiums from 6pm at 150%	Apple has agreed to start late night penalty rates at 125% from 6 p.m. until 6 a.m. in the fifth version of the NEA (7 October 2022).
83-86.	23	Max Fox (96) 22 August 2022	125% premium hourly rate after 6pm	Apple has agreed to start late night penalty rates at 125% from 6 p.m. until 6 a.m. in the fifth version of the NEA (7 October 2022).
84-87.	21	Iain Horsfall (108) 22 August 2022	Pay premiums regardless of classification – all treated equally	Under the NEA, all employees except Managers, employees paid the Exclusion Salary or above or Engineering Employees receive late night work penalties. The salaries payable to those employees who do not receive late night work penalties are significantly higher than those employees who do.
85-88.	25	Miller Lokanata (85) 19 August 2022	Keep hours for night work as they are currently - which is 9am.	For Part B employees, the end of the span of hours for late night work has been changed to end at 9 a.m.
86-89.	110	Iain Horsfall (126) 25 August 2022	All team members who are eligible for premiums will continue to receive premiums even if the roles are further split in the next draft. Not suggesting that Managers receive premiums.	All team members who receive current premiums will continue to. There are additional benefits in the NEA. For example, under the current agreement only team member level 1 employees get Saturday penalties (premiums) but under the NEA, team member level 2 employees will get Saturday (premiums).
87-90.	99	Nick Boemo (39) 19 August 2022	Overtime to start at 6pm - to 8pm (at Saturday rate) and 8pm-10pm (at Sunday rate)	Apple has agreed to start late night penalty rates from 6 p.m. until 6 a.m. at the rate of 125% on each day of the week in the fifth version of the NEA (7 October 2022). . Weekend penalties (premiums) already apply to work performed on Saturdays and Sundays as proposed in your claim.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
88-91.	23	RAFFWU Wages 3	50% penalty rate between 6pm – 11pm on weeknights and Saturday Considering the hourly wage proposed to be paid at a number of times of the work week is less than the equivalent minimum hourly wage required to be paid under relevant Award terms, we seek further clarification as to how Apple has determined “adequate compensation”.	Apple has agreed to start late night penalty rates from 6 p.m. until 6 a.m. at the rate of 125% on each day of the week. in the fifth version of the NEA (7 October 2022). Apple's Minimum Rates of Pay under the NEA are above award. Despite this, Apple has agreed to expand the hours with which the evening penalty rates apply to for both Part A and Part B employees. Apple employees will not be paid less than the relevant applicable modern award terms in relation to evening penalty rates. For example, the evening penalty rates in the Retail Award are 125% and Apple is proposing the same. With the above award Minimum Hourly Rate of Pay, it is clear that the compensation is adequate.
89-92.		RAFFWU Wages 5	100% penalty rate between 11pm – 9am every day	Late night penalty work in the NEA is 125% on each day of the week. This is equivalent to the <i>Retail Award</i> .
90-93.	25	ASU Log 5(b)	For Part A employees: night work rate of 130% for work after 6.00pm and before 10.00pm between Monday and Friday and maintain night work rates between 10pm and 9am paid at the rate of 150%.	Apple's late night penalty rate is 125% for hours within the span. Apple has agreed to start late night penalty rates from 6 p.m. until 6 a.m. at the rate of 125% on each day of the week in the fifth version of the NEA (7 October 2022).
91-94.	25	ASU Log 5(c)	For Part B Employees: night work rate of 130% for work after 6.00pm and before 10.00pm and maintain night work rates between 10pm and 9am paid at the rate of 150%. Penalty rates paid by location of employee's workplace.	Apple's late night penalty rate is 150% for hours within the span. Apple has agreed to start late night penalty rates from 8 p.m. until 9 a.m. at the rate of 150% on each day of the week in the fourth version of the NEA (19 September 2022).
92-95.	18	ASU Log 5(d)	Penalty and shift rates will be paid in addition to the Casual Loading.	All premiums, penalty rates, and overtime in the NEA are paid to casual employees based on their rate of pay which is inclusive of casual loading.
93-96.	23	SDA claim 8	Late night penalty to be 125% from 6pm to 8pm.	Apple has agreed to start late night penalty rates from 6 p.m. until 6 a.m. at the rate of 125% on each day of the week.
94-97.		Josh Whiteford 2 October 2022	Premiums should be applied to all employees within the agreement	Under the current 2014 Agreement, only Level 1 employees receive Saturday penalties. Under the NEA, all employees except Managers, employees paid the Exemption Salary or above or Engineering Employees receive both Saturday and Sunday penalties. The salaries payable to those employees who do not receive late night work penalties (premiums) are significantly higher than those employees who do.
ON CALL ALLOWANCE				
95-98.	11	SDA Claim 14	On call allowance to provide base rate payment for all hours on standby, with any hours worked being paid at overtime rates with a minimum payment of 3 hours overtime.	The NEA includes a provision at clause 4.5 for payment for employees at their base rate of pay for each hour they are required to be on call.
96-99.		Josh Whiteford 2 October 2022	On call allowance - base rate payment for all hours on standby, with any hours worked being paid at overtime rates with a minimum payment of 3 hours overtime. Super should also be paid	The NEA includes a provision at clause 4.5 for payment for employees at their Hourly Rate of Pay for each hour they are required to be on call. Superannuation is paid on all ordinary time earnings (e.g. unless those hours are overtime and paid at overtime rates)
SPECIAL EVENTS ALLOWANCE				
97-100.	10	SDA Claim 12	Work performed during launches of new products or special events will attract an additional penalty rate of 50%.	If overtime is required to be worked during special events, employees will be provided with overtime rates.
ADDITIONAL HOURS				
98-101.		Amador Vargas Jnr (31) 15 August 2022	How can team members be compensated for work done outside of work hours such as 5 minute conversations with a manager or a text	With manager approval to be paid overtime.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
99-102.	63	Iain Horsfall (63) 19 August 2022	Premium pay for hours outside employees scheduled hours if employees are not given the opportunity to decline a change in roster on 3 days notice	<p>Apple has explained in previous bargaining meetings that the 3 day rostering requirement to special events only, being new product introductions and events outside Apple's control.</p> <p>The above award Minimum Hourly Rate compensates employees for the inconvenience of a 3 day roster change for special events/NPI that occur from time to time.</p> <p>Additionally, employees are always open to advising Apple if they are unavailable to attend a rostered shift with reasonable notice to provide Apple with a reasonably sufficient period to find an alternative.</p>
100-103.		RAFFWU (Wages 16)	All work outside ordinary hours to be paid at 200% with a minimum period of 3 consecutive hours including to respond to each WorkJam contact	<p>Currently, overtime applies for time worked outside of Contract Hours and above 76 hours in a fortnight. Apple provides an above award Minimum Hourly Rate of Pay in exchange for flexibility in when overtime rates are triggered, because of this the NEA triggers overtime in different circumstances to the Retail Award.</p> <p>For Part A employees, overtime is payable at 150% for the first 2 hours and 200% for every hour after. This is consistent with the penalty rates in the Retail Award, and the higher 200% penalty rate is paid sooner, after 2 hours instead of 3 hours. See: Part A Apple NEA at 18.1. Apple is comfortable with its offering, despite the differences between the NEA and award.</p>
101-104.		Josh Whiteford 2 October 2022	For this claim, to ensure employees are accurately compensated for their time, if a manager reaches out for support or questions any requests should be paid as a 30-minute block.	This claim may fall into a "call back" scenario outlined in clause 4.6 of the NEA. Technically that clause requires the employee to be recalled after leaving work, whereas it sounds like your claim is for phone calls during outside of work hours.
SUNDAY WORK				
102-105.	18	RAFFWU (Wages 4)	<p>100% penalty rate on Sunday</p> <p>Considering the hourly wage proposed to be paid at a number of times of the work week is less than the equivalent minimum hourly wage required to be paid under relevant Award terms, we seek further clarification as to how Apple has determined "adequate compensation".</p>	We have assumed RAFFWU means 200% (or 100% in addition to the Minimum Hourly Rate of Pay). Sunday rates for Part A employees will remain at 150% which is consistent with the Retail Award percentage but paid on an above award Hourly Rate of Pay.
103-106.		Josh Whiteford 2 October 2022	Any overtime or non-rostered shifts worked on a Sunday to be paid at 200% in line with the award.	Overtime is paid at 150% for the first two hours and 200% for hours thereafter on Sundays for Part B employees under the NEA at an above award Minimum Hourly Rate of Pay. An employee working on Sunday would also be entitled to the Weekend Work Allowance (clause 28 of the NEA) of \$15.80 per hour. These benefits combined are sufficient considering the above award Minimum Hourly Rate of Pay.
PUBLIC HOLIDAY RATES				
104-107.	20	Jenny Quinn (15) 15 August 2022	Consider higher penalty rates for Good Friday and Christmas Day	Higher penalties for these specific holidays will not be provided. All public holidays are treated the same and employees will be paid 250% for working such holidays.
108.		<u>Liam Dullard</u> <u>7 September 2022</u>	<u>Christmas and Good Friday should be optional RTO's, Not forced (paid day off at standard rates)</u>	<u>If you perform work on a public holiday, level 1 and level 2 employees receive 250% penalty. This is more generous than hour for hour TOIL as in the current agreement. Managers get hour for hour TOIL for work on public holidays. The option to opt for penalty or TOIL will be administratively burdensome on Apple and in this case, for Level 1 and Level 2, Apple has provided the more generous approach of payment of 250% in addition to the benefit of TOIL if you are not working on a public holiday. This is a benefit of the NEA that is not provided for under the relevant awards. Employees are provided with additional time off, in this circumstance, where actual hours aren't worked. This is already an above award entitlement and sufficiently generous.</u>
BREAKS				
105-109.	86	RAFFWU (Job Security 4.5)	Breaks to be rostered and meal breaks to be no more than 60 minutes	<p>The NEA provides both paid rest breaks and unpaid meal breaks. Apple's paid rest breaks are generous, with up to 45 minutes of a rest breaks for shifts over 8 hours. In addition to paid rest breaks, employees also can have an unpaid meal break of 30 minutes for any shift over 5 hours.</p> <p>Retail employee's breaks are currently rostered and will continue to be.</p>

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
406-110.	87	RAFFWU (Job Security 4.6)	Breaks to provide a meaningful period not working	Apple's provision of paid rest breaks for up to 45 minutes in three 15 minute intervals in the NEA (for shifts 8 hours or over) for Part A employees will provide for a meaningful break. We note that this is an above award condition the NEA provides to Part A Employees. Breaks are currently rostered and will continue to be to ensure they are taken.
407-111.	73	RAFFWU (Job Security 4.8)	12 hour gap between shifts or paid at double time until 12 hour break given	The NEA provides for a maximum of 12 hours between shifts and, only by agreement can it be less than this.
408-112.	89	RAFFWU (Job Security 4.9)	Meal break within 5 hours of starting shift or paid at double time until meal break given	The NEA provides for a meal break for shifts 5 or more hours and retail employee's breaks are currently rostered and will continue to be.
409-113.	65	RAFFWU (Other 1)	Paid rest breaks to be increased to 20 minutes exclusive of travel time.	We reiterate our response of 23 September 2022, that, the current rest breaks provided in the NEA (15 minutes) are more generous than the relevant modern awards (10 minutes) and are paid at a higher base rate than the employees would receive under the relevant modern awards. On this basis Apple will not be increasing the proposed rest break from 15 minutes paid time to 20 minutes paid time as requested.
410-114.	67	ASU Log 18(g)	Meal and Rest Breaks according to the Modern Award	<p>The current meal and rest breaks provided in the NEA are more generous than the modern awards and paid at above award rates.</p> <p><i>Part A/General Retail Industry Award 2020</i></p> <ul style="list-style-type: none"> the award provides for one 10-minute paid rest breaks for shifts over 4 hours and two 10 minute paid rest breaks for shifts over 7 hours; and the NEA provides for one 15-minute paid rest break for shifts over 3 hours and two 15-minute paid rest breaks for shifts over 7 hours the award provides for one unpaid meal break of at least 30 minutes for shifts over 5 hours and two of at least 30 minutes for shifts over 10 hours the NEA provides for one unpaid 30 minute break for all shifts between 4 – 11 hours <p><i>Part B/Business Equipment Award 2020</i></p> <ul style="list-style-type: none"> the award does not provide for any paid rest breaks during ordinary hours, only during overtime worked for 2 or more hours; and the NEA provides for one 15-minute paid rest break for shifts over 3 hours and two 15-minute paid rest breaks for shifts over 7 hours; the award provides for an unpaid meal break of 30 minutes for shifts over 5 hours; and the NEA provides for one unpaid 30 minute break for all shifts under 11 hours (Retail Support), one unpaid 30 minute meal break for shifts over 5 hours and two unpaid 30 minute breaks for shifts over 7 hours.
411-115.	73	SDA Claim 24	12-hour break in between shifts for all levels of employees. If an employee resumes work without having a 12 hour break in between shifts, overtime rates apply on all subsequent hours worked until such 12 hour break has been had.	Clause 16.6 provides a 12 hour break between shifts.
412-116.	76	SDA Claim 27	Worker to elect the length of their meal break between 30–60-minutes, and for meal breaks to form part of the roster. Employees cannot work more than 5 hours without a meal break.	The NEA provides both paid rest breaks and unpaid meal breaks, with up to 45 minutes of a rest breaks for an 8 hour shift, which is the regular length of a shift for Part A employees. In addition to paid rest breaks, employees also can have an unpaid meal break of 30 minutes, for any shift over 5 hours. Retail employee's breaks are currently rostered and will continue to be.
413-117.		Josh Whiteford 3 October 2022	<p>Part B employees: In the HP EBA, they have provisions for their employees around rostering which allows for additional paid breaks of 10 minutes if over 7.5 hours.</p> <p>I would like Apple to adopt an additional 15 minute break if an employee is rostered for more than 7.5 hours in a shift or day.</p>	<p>Apple is unlikely to adopt any additional breaks.</p> <p>Apple already provides for 3 x fifteen minute breaks for a Part B Retail Remote Support employees working over 8 hours and Part B AppleCare/Customer Care employees receive 2 x fifteen minute breaks if working a shift more than 7 hours.</p> <p>This is in addition to an unpaid meal break of 30 minutes and 60 minutes respectively.</p>
414-118.		Josh Whiteford 3 October 2022	Part B employees: I request for any relevant meal break within the Business Equipment award (including 20 minute meal breaks under overtime after shift conditions) to be included in the NEA.	The NEA includes unpaid meal breaks for Part B Employees at clause 30. Apple is unlikely to adopt any additional breaks and believes clause 30 is sufficient.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
DAYS OFF				
115-119.	62	Iain Horsfall (61) 19 August 2022	2 consecutive rostered days off for full time employees	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).
116-120.	62	Iain Horsfall (62) 19 August 2022	3 consecutive days rostered off including a Saturday/Sunday for employees regularly rostered on a Sunday	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).
117-121.	62	Tristen Teixeira (80) 19 August 2022	Consecutive days off for employees	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).
118-122.	62	Thomas Lane (88) 22 August 2022	Two consecutive days off per fortnight for better work life balance	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).
119-123.		RAFFWU (Job Security 4.2)	2 consecutive days off per week or 3 consecutive days off per fortnight	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).
120-124.		RAFFWU (Job Security 4.3)	Consecutive days off to include weekend days where a worker regular works weekends	<p>The requirements of the Apple retail store make it difficult for Apple to commit to the proposed number of days off in this way. The NEA could, as part of a flexible work arrangement, accommodate such a request, however flexibility is not achieved by including such a provision as a right.</p> <p>Employees are always open to request certain days to be rostered off if agreed with their manager and operational and business are met.</p> <p>Apple has agreed to expand the span of days for fixed days off each week from Monday to Thursday to Monday to Friday as well as two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022). This has the effect of enabling a weekend day off for these employees.</p>
121-125.	67	ASU Log 18(d)	Employees will have at least two consecutive days off in each roster period	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).
122-126.		ASU Log 18(e)	Employees will have one weekend off each fortnight	<p>As reiterated previously, Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs.</p> <p>Apple made a concession to enshrine in the NEA for full-time Part A employees to have one day from Monday to Friday (in the fifth version of the NEA (7 October 2022) as a fixed day off each week. Apple has also agreed to apply two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022). This will ensure consistency in days off for employees throughout their employment. The nature of retail is that it is busiest on weekends and we require maximum availability of our employees over the weekends. This, in addition to a fixed day off could provide for consecutive days off to include one weekend day.</p>
123-127.		ASU Log 18(f)	Closing shifts will not be followed by an opening shift or by a day off	Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs. Enshrining such specific entitlements such as ensuring no one who has the last shift on one day does not have the first shift the next day is logistically very difficult and erodes flexibly that Apple is trying to build. Regardless, the NEA provides for 12 hour breaks between shifts.
124-128.	70	SDA Claim 21	All workers to have two consecutive days off per week or three consecutive days off per fortnight.	Apple has agreed to provide two consecutive days off each week for Part A and Part B employees in the fifth version of the NEA (7 October 2022).

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
125-129.	71	SDA Claim 22	Workers are entitled to have one weekend off per fortnight.	<p>Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs. Apple to enshrine in the NEA for Part A and Part B employees to have one day from Monday to Friday as a fixed day off each week or two consecutive days off each week (fifth version of the NEA 7 October 2022). This will ensure consistency in days off for Part A employees throughout their employment.</p> <p>The requirements of the Apple retail store make it difficult for Apple to commit to the proposed number of days off in this way. The NEA could, as part of a flexible work arrangement, accommodate such a request, however flexibility is not achieved by including such a provision as a right. Employees are always open to request certain days to be rostered off if agreed with their manager and operational and business are met.</p> <p>Apple has agreed to expand the span of days for fixed days off to be between Monday to Friday (previously Thursday) or two consecutive days off in the fifth version of the NEA (7 October 2022).</p>
130.		Liam Dullard 7 September 2022	20 Minute paid rest breaks increasing from 15 minutes	The current rest breaks provided in the NEA (15 minutes) are more generous than the relevant modern awards (10 minutes) and are paid at a higher base rate than the employees would receive under the relevant modern awards. On this basis Apple will not be increasing the proposed rest break from 15 minutes paid time to 20 minutes paid time as requested.
ANNUAL LEAVE				
126-131.	31	Maximilian Ryck (8) 15 August 2022	Clarify clause in relation to annual leave - particularly in relation to pandemics. Team members should not be forced to take annual leave during a pandemic and may have no leave accrued	Apple only directs annual leave to be taken (by giving notice) if it is reasonable, the business is being shutdown or the employee has excessive leave (8 weeks). These are common occasions when an employer might direct leave to be taken under the award system.
127-132.		Chantelle Mora (21) 15 August 2022	Reduce notice period from 4 weeks to 3 weeks	The NEA asks for 4 weeks' notice from employees to take annual leave. If it is not reasonably practicable to do so, employees may have to give less notice. Apple does not propose to decrease the notice period and has found 4 weeks' to be a helpful timeframe as it aligns with rostering notice requirements.
128-133.	32	Chantelle Mora (22) 15 August 2022	Remove clause where Apple can force team members to take annual leave	Apple only directs annual leave to be taken (by giving notice) if it is reasonable, the business is being shutdown or the employee has excessive leave (8 weeks). These are common occasions when an employer might direct leave to be taken under the award system.
129-134.	33	Kane Murtagh (27) 15 August 2022	Annual leave should not be forced to be paid out after a time period	There is no clause forcing annual leave to be paid out after a time period.
130-135.	26	Nick Boemo (38) 19 August 2022	Annual leave of 20 days plus one extra day for each year working at Apple up to 5 days maximum	Apple is maintaining annual leave at the statutory amount of 20 days.
131-136.	35	Nick Boemo (54) 19 August 2022	Notice of leave capped at 3 weeks	The NEA asks for 4 weeks' notice from employees to take annual leave. If it is not reasonably practicable to do so, employees may have to give less notice. Apple does not propose to decrease the notice period and has found 4 weeks' to be a helpful timeframe as it aligns with rostering notice requirements.
132-137.	29	Jayden Ordner (56) 19 August 2022	Add weekend premium pay to annual leave taken over a weekend	Apple pays annual leave loading as part of your above award Hourly Rate of Pay or Base Salary. Annual leave loading is 17.5% calculated on 20 days of leave across the board for all employees. Apple does not propose to do a comparison between 17.5% and the weekend penalties that would have applied had you worked, each time you take leave. An above award Minimum Hourly Rate has been provided to compensate for this.
133-138.	58	RAFFWU (Leave 1)	Annual leave to be granted where 4 weeks' notice is given and not to be used for any purpose other than that agreed by worker	Clause 6.3 already advises that Apple will not <i>unreasonably withhold</i> approval for leave, if the notice requirements have been complied with. Apple needs to maintain some discretion to schedule annual leave in accordance with business needs.
134-139.	26	SDA Claim 48	5 weeks of annual leave for permanent employees. Increase of casual loading to 27.5% to account for extra week of annual leave.	Apple will not include an additional week of leave or increased casual loading. Apple has enshrined 20 days (essentially four weeks) of annual leave for permanent employees and casual loading of 25% for employees.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
135-140.	43	SDA Claim 50	If Apple is directing employees to take annual leave that has accrued in excess of 8 weeks, there must be a discussion first to try and reach agreement on the taking of the leave. If agreement cannot be reached, Apple shall provide at least 8 weeks notice of the start date of the taking of the leave. (delete CI 6.4) Public holiday closures do not constitute a shutdown.	These are common occasions when an employer might direct leave to be taken under the award system.
136-141.	44	SDA Claim 51	Annual leave cash out will include all penalties that would have applied should the employee have worked those hours.	Apple will not be paying penalty rates on paid accrued leave. Leave loading is already incorporated into employee's Minimum Rates of Pay.
137-142.		Josh Whiteford 2 October 2022	Remove clause allowing Apple to require team members to take annual leave	Apple only directs annual leave to be taken (by giving notice) if it is reasonable, the business is being shutdown or the employee has excessive leave (8 weeks). These are common occasions when an employer might direct leave to be taken under the award system.
138-143.		Josh Whiteford 2 October 2022	Annual leave cash out will include all penalties that would have applied should the employee have worked those hours.	Apple pays annual leave loading as part of your above award Hourly Rate of Pay or Base Salary. Annual leave loading is 17.5% calculated on 20 days of leave across the board for all employees. Apple does not propose to do a comparison between 17.5% and the weekend penalties that would have applied had you worked, each time you take leave. An above award Minimum Hourly Rate has been provided to compensate for this.
139-144.		Josh Whiteford 2 October 2022	Penalty Rates to be paid to employees if they take leave on the shift relevant.	Apple pays annual leave loading as part of your above award Hourly Rate of Pay or Base Salary. Annual leave loading is 17.5% calculated on 20 days of leave across the board for all employees. Apple does not propose to do a comparison between 17.5% and the shift penalties that would have applied had you worked, each time you take leave. An above award Minimum Hourly Rate has been provided to compensate for this.
145.		Liam Dullard 7 September 2022	5 Weeks of Annual Leave for Full Time employees increasing from 4	Apple will not include an additional week of leave or increased casual loading. Apple has enshrined 20 days (essentially four weeks) of annual leave for permanent employees and casual loading of 25% for employees.
ANNUAL LEAVE LOADING				
140-146.	28	Kane Murtagh (28) 28 August 2022	Leave loading for both full time and part time employees	The NEA does not separately provide for annual leave loading. Annual leave loading (17.5%) is calculated on the 20 days of annual leave received each year which has been included in the Base Salary or Minimum Hourly Rate of Pay and will not be paid or identified separately. This is stipulated in clause 6.5 of the NEA. Fiona explained this calculation in the bargaining meeting on 8 September.
141-147.	28	Max Fox (102) 22 August 2022	Additional payment of annual leave loading	Annual leave loading is included in applicable Base Salary or Hourly Rate of Pay and will not be separately payable. This is stipulated in clause 6.5 of the NEA.
142-148.	28	RAFFWU (Leave 2)	Annual leave loading to be paid at 17.5% and the ordinary penalty rates calculated for each hour	Apple does not provide for an additional payment of leave loading. Employees are entitled to the benefit of above award, and above market minimum rates of pay. Annual leave loading is included in applicable Base Salary or Hourly Rate of Pay and will not be separately payable. This is stipulated in clause 6.5 of the NEA.
143-149.		Josh Whiteford 3 October 2022	The Business Equipment award requires employees to be paid either the leave loading amount, or the penalty rate for the day taken, whichever is higher. I would like this to be included in the NEA in line with the relevant award.	Annual leave loading (17.5%) is calculated on the 20 days of annual leave received each year which has been included in the Base Salary or Minimum Hourly Rate of Pay and will not be paid or identified separately. This is stipulated in clause 6.5 of the NEA. Fiona explained this calculation in the bargaining meeting on 8 September. Apple pays annual leave loading as part of your above award Hourly Rate of Pay or Base Salary. Annual leave loading is 17.5% calculated on 20 days of leave across the board for all employees. Apple does not propose to do a comparison between 17.5% and the weekend penalties that would have applied had you worked, each time you take leave. An above award Minimum Hourly Rate has been provided to compensate for this.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
144.150.		Josh Whiteford 3 October 2022	The Business Equipment award requires employees who are shift workers (as defined in the award) to be awarded an additional week of annual leave in line with the National Employment standards. I would like this to be included in the NEA in line with the relevant award.	Apple does not employ shift workers.
145.151.	28	ASU Log 16	Payment of annual leave loading of 17.5% or the shift and weekend rates payable for the period of leave, whichever is greater	The NEA does not separately provide for annual leave loading. As a result, it does not propose to insert the claim suggested by the ASU which is in the usual award terms. Annual leave loading (17.5%) is calculated on the 20 days of annual leave received each year which has been included in the Base Salary or Minimum Hourly Rate of Pay and will not be paid or identified separately. This is stipulated in clause 6.5 of the NEA. Fiona explained this calculation in the bargaining meeting on 8 September. Apple pays annual leave loading as part of the above award Hourly Rate of Pay or Base Salary. Annual leave loading is 17.5% calculated on 20 days of leave across the board for all employees. Apple does not propose to do a comparison between 17.5% and the weekend penalties that would have applied had the employee worked, each time the employee takes leave. An above award Minimum Hourly Rate has been provided to compensate for this.
SICK/CARER'S/PERSONAL LEAVE				
146.152.	27	Maximilian Ryck (4) 15 August 2022	Cash out of unused sick leave	Apple's position is consistent with statutory entitlements relating to such payments.
147.153.	26	Ben Tomaki (65) 19 August 2002	Introduce mental health leave for a set amount of days – particularly for incidents in-store where employees are shaken due to their interactions with customers	Employees can use personal leave for such circumstances.
148.154.	30	Thomas Lane (90) 22 August 2022	Apple not to be able to ask for medical certificate for under 2 days of sick leave – to allow for an array of leave types such as mental health leave, reproductive health leave	Apple amended clause 6.12 of the NEA on 14 September 2022 to agree to this. It reads as follows: <i>You must notify Apple as soon as possible whether you are taking sick or carer's leave and the estimated duration of absence. You are not required to disclose the precise nature of any illness unless for the purpose of clause 6.13 or as required by law. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence, if your absence is two days or longer or a single day that immediately precedes or follows an RDO or public holiday.</i>
149.155.	27	Thomas Lane (91) 22 August 2022	Cash out sick leave, as an incentive to save leave	Apple's position is consistent with statutory entitlements relating to such payments.
150.156.	30	Kane Murtagh (107) 22 August 2022	No requirement to give reasons for taking under 14 days unpaid sick leave – with same approvals as annual leave	This claim relates to Apple's Unpaid Sick/Carer's Leave Policy and not the NEA. Apple will consider the feedback with our Benefits team and will confirm any proposed amendments to the policy with you.
151.157.	109	Nick Horton (120) 22 August 2022	Sick leave should be paid out at redundancy	Apple's position is consistent with statutory entitlements relating to such payments.
152.158.	30	Kris (124) 25 August 2022	Not require a doctor's certificate for sick leave with what is happening at the moment because it is hard to find an appointment where you can pay by Medicare.	Apple amended clause 6.12 of the NEA on 14 September 2022 to agree to this. It reads as follows: <i>You must notify Apple as soon as possible whether you are taking sick or carer's leave and the estimated duration of absence. You are not required to disclose the precise nature of any illness unless for the purpose of clause 6.13 or as required by law. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence, if your absence is two days or longer or a single day that immediately precedes or follows an RDO or public holiday.</i>
153.159.	26	RAFFWU (Wages 15)	Personal leave to accrue at 15 days per annum	Apple's personal leave entitlements in the NEA are consistent with the National Employment Standards. Apple will not increase this. Apple has an Unpaid Leave Policy which employees can access should they require further days.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
154-160.	30	RAFFWU (Leave 3)	No requirement for evidence of personal leave for single day absences, no requirement to describe or explain nature of illness and statutory declaration is accepted as evidence in all circumstances	Apple has made this amendment to the NEA. See updated clause 6.12.
155-161.	26	Max Fox (100)* 22 August 2022	Include mental health wellbeing leave	Employees can access paid personal leave, other paid leave entitlements or unpaid leave entitlements for this purpose.
156-162.		Kane Murtagh Log 11	<p>I appreciate Apple have stated multiple times they are confident around the leave policies included in Apple policy. I am not seeking all 'policy leave' types be added, but I do believe there are some core minimum entitlements that most certainly belong in an Enterprise Agreement.</p> <p>Include unpaid sick leave of 14 days into the Enterprise Agreement The current unpaid sick leave policy is convoluted and often inaccessible. My primary concern is that it requires pre-approval from a store leader, and is only approved under a strict set of circumstances. To provide a personal anecdote I was in a minor car accident and did not have an appropriate paid leave balance to cover the 14 day absence — when applying for unpaid leave the first question from my line manager was not whether I was okay or how I was recovering, but rather did I seek the store leader's approval prior to applying.</p>	This claim relates to Apple's Unpaid Sick/Carer's Leave Policy and not the NEA. Apple will consider the feedback with our Benefits team and will confirm any proposed amendments to the policy with you.
157-163.	26	ASU Log 11	Paid pandemic leave on each occasion an employee cannot attend work because they are isolating	We note some states in Australia no longer have isolation requirements. There are other appropriate paid and unpaid leave entitlements should a person be unwell.
158-164.	38	ASU Log 20(k)	15 days paid personal leave each year	Apple's personal leave entitlements in the NEA are consistent with the National Employment Standards. Apple will not increase this. Apple has an Unpaid Leave Policy which employees can access should they require further days.
159-165.	30	ASU Log 20(l)	Apple will not require employees to disclose the reason for their use of personal leave. Instead, it will accept 'reasonable evidence' that personal leave is being used for an appropriate purpose as per the NES	<p>Apple amended clause 6.12 of the NEA on 14 September 2022 to agree to this. It reads as follows:</p> <p><i>You must notify Apple as soon as possible whether you are taking sick or carer's leave and the estimated duration of absence. You are not required to disclose the precise nature of any illness unless for the purpose of clause 6.13 or as required by law. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence, if your absence is two days or longer or a single day that immediately precedes or follows an RDO or public holiday.</i></p>
160-166.	30	ASU Log 20(m)	Apple will not require employees to provide reasonable evidence unless the employee has used 2 consecutive days of sick leave in any instance	<p>Apple amended clause 6.12 of the NEA on 14 September 2022 to agree to this. It reads as follows:</p> <p><i>You must notify Apple as soon as possible whether you are taking sick or carer's leave and the estimated duration of absence. You are not required to disclose the precise nature of any illness unless for the purpose of clause 6.13 or as required by law. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence, if your absence is two days or longer or a single day that immediately precedes or follows an RDO or public holiday.</i></p>
161-167.	38	ASU Log 20(o)	Apple will only require employees to undergo assessment for fitness for work where it holds genuine concerns the employee is not fit for work. This will be subject to state OH&S law and not in the Agreement	Apple's wording of clause 6.13 is appropriate and Apple will ensure it complies with requirements under each state and territories' work health and safety legislation.
162-168.	38	ASU Log 20(p)	Sick leave paid out on termination of employment.	Apple will not agree to this claim. Apple's position is consistent with statutory entitlements relating to payments on termination.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
163-169.	39, 55	SDA Claim 42	Personal leave to require no evidence for single shift absences.	Apple has made this amendment to the NEA on 14 September 2022. 6.12 of the NEA now reads: <i>6.12 You must notify Apple as soon as possible whether you are taking sick or carer's leave and the estimated duration of absence. You are not required to disclose the precise nature of any illness unless for the purpose of clause 6.13 or as required by law. You must also keep Apple informed of any changes to this information. Apple may require you to provide a medical certificate, a statutory declaration, or any other evidence reasonably required by Apple to support the grounds for the length of your absence, if your absence is two days or longer or a single day that immediately precedes or follows an RDO or public holiday.</i>
164-170.	40, 56	SDA Claim 43	If an employee is stood down, the employee will be able to access their entitlement to paid personal leave or continue to access this leave.	Consistent with the <i>Fair Work Act 2009 (Cth)</i> , employees are not entitled to access personal leave if they are stood down.
165-171.	41, 57	SDA Claim 44	Penalty rates paid on personal leave and any other relevant form of paid leave.	Apple will not be paying penalty rates on paid leave.
166-172.	26	SDA Claim 45	Paid pandemic leave of 14 days.	We note some states in Australia no longer have isolation requirements. There are other appropriate paid and unpaid leave entitlements should a person be unwell.
167-173.	26	SDA Claim 46	Inclusion of paid Natural Disaster Leave of 5 days per event.	Apple's Extreme Conditions Policy provides for entitlements relating to this. There are also other appropriate paid and unpaid leave entitlements such as personal leave and compassionate leave.
168-174.	46	SDA Claim 53	Delete clause 6.13 ("to do all things necessary to participate in any medical assessment undertaken by Apple to ascertain your fitness to work").	Apple's wording of clause 6.13 is appropriate and Apple will ensure it complies with requirements under each state and territories' work health and safety legislation.
169-175.	47	SDA Claim 54	The company will provide employees, including casuals, unpaid leave of up to 2 days per occasion (in addition to personal/carer's leave available) for the purpose of attending appointments and caring responsibilities related to the foster care of children, including emergency, respite, short and long term care arrangements.	Apple's position on leave is that statutory entitlements will remain in the NES and other leave entitlements will remain in policy. This allows for flexibility for a range of circumstances. Apple has an existing unpaid leave policy allows unpaid leave up to 14 days for such circumstances.
170-176.	48	SDA Claim 55	The definition of 'immediate family' to include a foster child and a child who is the subject of a permanent care order so that it is clear that employees have access to leave to provide care for children placed in their care through a short or long term fostering arrangement e.g. child (adopted child, a step-child, a foster child or a child who is the subject of a permanent care order).	Apple's carers leave policy specifically states that children are immediate family. This explicitly includes foster children and does not preclude children subject of a permanent care order.
171-177.		Josh Whiteford 2 October 2022	Sick Leave to be paid out with other entitlements upon termination of employment.	Apple's position is consistent with statutory entitlements relating to payments on termination.
172-178.		Josh Whiteford 2 October 2022	For employees to be able to cash out sick leave, which would encourage employees to try and work if they are ill.	Apple's position is consistent with statutory entitlements relating to payments on termination.
173-179.		Josh Whiteford 2 October 2022	If an employee is stood down, the employee will be able to access their entitlement to paid personal leave or continue to access this leave.	Consistent with the <i>Fair Work Act 2009 (Cth)</i> , employees are not entitled to access personal leave if they are stood down.
174-180.		Josh Whiteford 2 October 2022	Increasing Personal leave available up to 15 days per year.	Apple's personal leave entitlements in the NEA are consistent with the National Employment Standards. Apple is unlikely to increase this. Apple has an Unpaid Leave Policy which employees can access should they require further days.
181.		Liam Dullard 7 September 2022	15 Days of personal/sick leave increasing from current 10	Apple's personal leave entitlements in the NEA are consistent with the National Employment Standards. Apple is unlikely to increase this. Apple has an Unpaid Leave Policy which employees can access should they require further days.
ATTENDANCE				
175-182.	38	ASU Log 20(n)	Attendance policy must comply with the NEA and provide more favourable arrangements	Apple would be assisted by the ASU in providing further particulars of this claim.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
BEAREAVEMENT LEAVE				
176-183.		Aaron Greenway (17) 15 August 2022	Include bereavement leave	Bereavement Leave will remain outside of the NEA. The proposed NEA contains all leave entitlements pursuant to statutory requirements and any additional leave entitlements will remain within policy. Apple's Bereavement Leave Policy provides 10 days or 2 work weeks paid leave when an immediate family member passes away.
177-184.	26	Nick Horton (46) 19 August 2022	Include non-statutory leave such as parental and bereavement leave	Bereavement Leave will remain outside of the NEA. The proposed NEA contains all leave entitlements pursuant to statutory requirements and any additional leave entitlements will remain within policy. Apple's Bereavement Leave Policy provides 10 days or 2 work weeks paid leave when an immediate family member passes away.
178-185.	26	ASU Log 10	Appropriate cultural and bereavement leave for Aboriginal and Torres Strait Islander team members	Bereavement Leave will remain outside of the NEA. The proposed NEA contains all leave entitlements pursuant to statutory requirements and any additional leave entitlements will remain within policy. Apple's Bereavement Leave Policy provides 10 days or 2 work weeks paid leave when an immediate family member passes away. Apple recognises that families are diverse and that people grieve differently and encourages Managers to consider special circumstances. This applies to all people, including Aboriginal and Torres Strait Islander team members. Additionally, there are other paid leave entitlements such as compassionate leave and unpaid leave entitlements that Team Members may want to access.
179-186.		Kris 30 September 2022	Remove the wording of family from Bereavement leave to just say 10 days of bereavement leave	Bereavement leave is not within the NEA, but in policy. Apple recognises that families are diverse and encourages Managers to consider special circumstances. Apple will consider the feedback with our Benefits team and will confirm any proposed amendments to the policy with you
180-187.		Kane Murtagh Log 12	Currently for retail employees who are seeking an extended leave, for any reason other than medical, they are often asked to quit their jobs and re-apply upon their return. Although this may be common in most retail locations, I do not believe it is an appropriate way to treat a highly-tenured team. Apple pride themselves on employee retention, and as an 8-year employee myself I can say it largely true — I do however believe we can do better when supporting employees with reasonable medium-term unpaid absences.	Apple's Unpaid Personal Time Away Policy covers such circumstances. The length of the period of unpaid leave and/or whether the unpaid leave will be granted is subject to manager approval. We confirm this is not something that will be part of the NEA and Apple's desire is to retain it in policy.
181-188.	26	Nick Horton (46) 19 August 2022	Include non-statutory leave such as parental and bereavement leave	Apple has included its paid parental leave policy in the NEA which provides for 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children in the fifth version of the NEA (7 October 2022).
PARENTAL LEAVE				
182-189.	26	Alice Gibson (68) 19 August 2022	Include family leave in the NEA and extend to Part Time employees	Apple's Family Care Policy will remain out of the NEA. Apple has included its Parental Leave Policy in the NEA in the fifth version (7 October 2022). This provides 16 weeks paid leave for primary caregivers of newborns, newly adopted or newly placed foster children and 6 weeks paid leave for non-primary care-givers in the fifth version of the NEA (7 October 2022).
183-190.	26	RAFFWU (Leave 5)	Paid parental leave of 26 weeks	Apple has included 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children and 6 weeks paid for non-primary care-givers in the fifth version of the NEA (7 October 2022).
184-191.	26	ASU Log 14	Include Apple benefits in the EA, including internet allowance, health allowance, paid parental leave, paid family care and extreme conditions leave.	Apple's position on leave is that typically statutory entitlements will remain in the NES and other leave entitlements will remain in policy. This allows for flexibility for a range of circumstances. For that reasons, majority of these claims will not be inserted into the NEA. Apple has included 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children and 6 weeks paid for non-primary care-givers in the fifth version of the NEA (7 October 2022). Allowances such as health allowance or extreme conditions leave will remain in policy as it is not a statutory entitlement.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
185-192.	26	SDA Claim 35	Apple to provide 18 weeks paid parental leave and, on the Government paid leave top up to the workers normal earnings (if necessary) for that period. This would provide 36 weeks of paid leave.	Apple has included 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children and 6 weeks paid for non-primary care-givers in the fifth version of the NEA (7 October 2022). The Standards provide for unpaid parental leave. Our parental leave policy provides for 16 weeks paid leave. You can access our paid parental leave benefits regardless of any other related government benefits you may be eligible for.
186-193.	26	SDA Claim 36	Employees to have the right to 104 weeks parental leave	Apple's provision of unpaid parental leave entitlements is consistent with the NES, being 12 months. There are other options for unpaid leave, such as Apple's unpaid personal time away policy that an employee can utilise and our gradual return to work for new parents policy. Apple has included 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children and 6 weeks paid for non-primary care-givers in the fifth version of the NEA (7 October 2022).
187-194.	125	SDA Claim 37	The company will pay superannuation for any period of parental leave, whether provided by the Government, by the company or both, including unpaid leave.	Apple pays superannuation on paid parental leave.
188-195.	26, 53	SDA Claim 38	The company will provide two weeks of paid secondary carers (partner) leave at ordinary time earnings.	Apple's policies also provide for 6 weeks Apple paid parental leave for non-primary caregivers. Apple has included 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children and 6 weeks paid for non-primary care-givers in the fifth version of the NEA (7 October 2022).
189-196.	126	SDA Claim 39	A permanent employee returning from parental leave may choose to work part-time or reduced hours, up to when the child is of school age. Before returning to their pre parental leave hours.	Apple's position on leave is that statutory entitlements will remain in the NES and other leave entitlements will remain in policy. Apple has a range of policies that are suited to this return to work, including the specific gradual return to work for new parents as well as flexible working arrangements policies.
190-197.	49	SDA Claim 56	The company will provide employees who are taking responsibility for permanent/long term care of a child through adoption, permanent care order or equivalent long-term foster arrangement access to other relevant provisions in line with employees who are pregnant. Other relevant provisions may include access to pre-natal leave to attend interviews or examinations as required to obtain approval for adoption, permanent care orders/long-term foster care.	Apple has included 16 weeks paid leave for primary care-givers of newborns, newly adopted or newly placed foster children and 6 weeks paid for non-primary care-givers in the fifth version of the NEA (7 October 2022). Apple also has other related policies. Apple's Paid Family Care Policy provides for 4 weeks of paid leave each rolling 12 month period. Further periods of unpaid leave are also available to such employees. Employees can use Paid Family Care to attend to activities related to further progress adopting a child, fostering-to-adopt a child, or hiring a surrogate to carry a child. Examples of qualified activities to progress adoption include, but are not limited to: required training or parenting education, participating in home inspections and assessments, attending counselling or interview sessions, appearing in court for adoption-related matters, consulting or contracting with an attorney or the birth parents representative, traveling to complete an adoption before the actual date of placement.
191-198.		Josh Whiteford 3 October 2022	For Apple to extend the definition of family to non-blood members of their extended and/or adopted family.	Apple recognises that families are diverse and encourages Managers to consider special circumstances. Apple will consider the feedback with our Benefits team and will confirm any proposed amendments to the policy with you. We note that children for the purposes of parental leave the definition includes adoptive children.
MENSTRUATION LEAVE				
192-199.	26	Carina Teike (74) 19 August 2022	Introduce paid monthly menstrual leave	Employees can access other paid leave entitlements such as annual leave or personal leave or unpaid leave entitlements.
193-200.	26	RAFFWU (Leave 4)	Paid menstruation leave of 25 days per annum	Our Benefits team are considering this feedback on our additional leave for our policies in future. In the meantime, employees can access other paid leave entitlements such as annual leave or personal leave or unpaid leave entitlements.
194-201.	26	ASU Log 8	Menstruation leave in line with Apple benefits overseas	Our Benefits team are considering this feedback on our additional leave for our policies in future. In the meantime, employees can access other paid leave entitlements such as annual leave or personal leave or unpaid leave entitlements.
195-202.		Josh Whiteford 2 October 2022	Apple to implement paid menstrual leave for employees.	Employees can access other paid leave entitlements such as annual leave or personal leave or unpaid leave entitlements. Our Benefits team are considering this feedback on our additional leave for our policies in future.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
DOMESTIC VIOLENCE LEAVE				
196-203.	26	Carina Teike (75) 19 August 2022	Introduce paid domestic violence leave	Apple agreed to, and amended the NEA on 14 September 2022 to include 10 days paid domestic violence leave in a 12 month period to all employees (pro-rated for PT employees).
197-204.	26	Max Fox (97) 22 August 2022	Include paid family and domestic leave	Apple agreed to, and amended the NEA on 14 September 2022 to include 10 days paid domestic violence leave in a 12 month period to all employees (pro-rated for PT employees).
198-205.	26	RAFFWU (Leave 6)	Paid leave for all workers experiencing domestic or family violence without capping	Apple agreed to, and amended the NEA on 14 September 2022 to include 10 days paid domestic violence leave in a 12 month period to all employees, including casual employees and part-time employees.
199-206.	26	RAFFWU (Leave 7)	Comprehensive provisions for the protection and safe work of any person experiencing domestic or family violence as identified in ACTU model clause for EA's	Apple's Domestic Violence policy ensures for the protection and safe work of any person experiencing domestic or family violence.
200-207.	26	ASU Log 9	20 days paid family and domestic violence leave for all employees, including casuals	Apple will not extend the existing 10 days to 20 days. Apple agreed to, and amended the NEA on 14 September 2022 to include 10 days paid domestic violence leave in a 12 month period to all employees.
204-208.	26	SDA Claim 40	Domestic and Family Violence leave clause to include 15 paid days of leave for all employees.	We will not be extending this to 14 days. Apple agreed to, and amended the NEA on 14 September 2022 to include 10 days paid domestic violence leave in a 12 month period to all employees (pro-rated for PT employees).
GENDER AFFIRMATION LEAVE				
202-209.	26	Max Fox (99) 22 August 2022	Include paid gender affirmation leave	Apple has a policy where if you are unfit to work for an extended period of time for an eligible reason, such as for gender affirmation, you are entitled to 90 days of leave for pay. We will circulate the updated policy shortly. This will remain a policy, and not within the NEA.
203-210.	26	RAFFWU (Leave 8)	20 weeks paid gender affirmation leave	Apple has a policy where if you are unfit to work for an extended period of time for an eligible reason, such as for gender affirmation, you are entitled to 90 days of leave for pay. We will circulate the updated policy shortly. This will remain a policy, and not within the NEA.
204-211.	26	ASU Log 7	A minimum 20 days paid gender affirmation leave, 1 year of unpaid gender affirmation leave, and additional paid leave for people supporting friends and family to transition.	We confirm this is not something that will be part of the NEA. Employees requiring gender affirmation leave for themselves (or to assist an immediate family member) for purposes of surgery, recovery from surgery, medical appointments, name change and other appointments are able to access the entitlements available under annual leave/personal/carer's leave and another policy where if you are unfit to work for an extended period of time for an eligible reason you are entitled to 90 days of leave for pay. We will circulate the updated policy shortly.
CULTURAL LEAVE				
205-212.	26	RAFFWU (Leave 9)	10 days paid cultural leave	Employees can access other paid leave entitlements such as annual leave or personal leave or unpaid leave entitlements.
206-213.	134	RAFFWU (Leave 10)	Paid leave for First Nations People wishing to not work during NAIDOC week or during reconciliation week	Employees can access other paid leave entitlements such as annual leave or any unpaid leave entitlements.
COMPASSIONATE LEAVE				
207-214.	26	RAFFWU (Leave 13)	5 days compassionate leave for any person with whom the worker has a close relationship	The NEA provides for the statutory requirements for compassionate leave.
208-215.	26	RAFFWU (Leave 10)	Compassionate leave of 5 days.	The NEA provides for the statutory requirements for compassionate leave.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
LONG SERVICE LEAVE				
<u>209-216.</u>	60	RAFFWU (Leave 14)	Long service leave to accrue at 13 weeks after 10 years service accruals accessible after 5 years and all accruals paid on termination of employment.	The NEA provides for the statutory requirements for each of the relevant state and territories with respect to long service leave. Apple will comply with state legislation in this regard.
<u>240-217.</u>	26	Max Fox (98) 22 August 2022	Include extreme conditions leave	Apple will not be including natural disaster leave. We note some states in Australia no longer have isolation requirements. Apple has a Natural Disaster Policy which is applicable to these circumstances. There are other appropriate paid and unpaid leave entitlements employees can access such as personal leave and compassionate leave.
REDUNDANCY				
<u>244-218.</u>	109	Karl Misso (132) 29 August 2022	Part C employee - include average of the allowance and commissions from the last 12 months in a redundancy	Redundancy is the minimum amount required by the NES. The NES provides a definition that explains what is paid out and included in an employee's base rate on redundancy, it does not include allowances. Commissions are dealt with separately to the NEA and Apple's preference is to retain flexibility by having Commission in an external policy.
ROSTERS				
<u>242-219.</u>	61	Maximilian Ryck (5) 15 August 2022	Clarify notice periods for rosters (if 3 days' notice is specified it could be open it up to be used more often than NPI and abused)	We have confirmed at bargaining meetings that the 3-day notice is for special events only, such as new product introductions, and events outside of Apple's control.
<u>243-220.</u>	61	Jenny Quinn (13) 15 August 2022	Regarding rostering changes, can notice be appropriate to the length of a schedule? 3 days notice for NPI might be ok for a short schedule but need longer notice for longer schedules	Apple will not be extending the roster notice period. Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs. Apple provides for a minimum of 2 weeks notice for Part A employees (see clause 16.3 of the 19 September draft) and provides the same notice period for Part B employees (see fifth version of the NEA - 7 October 2022)..
<u>244-221.</u>	61	Kane Murtagh (26) 15 August 2022	The proposed 3 day notice for roster changes should be clarified to limit to NPI	We have confirmed at bargaining meetings that the 3-day notice is for special events only, such as new product introductions, and events outside of Apple's control.
<u>245-222.</u>	23	Miller Lokanata (34) 15 August 2022	For Part B employees, section 29 needs to be considered where people want to choose morning shift over late night shifts	Apple will not expand the span of hours for late night penalties for Part B employees to start earlier than 8 p.m. There are other associated benefits to employees who don't work late night shifts
<u>246-223.</u>	61	Miller Lokanata (35) 15 August 2022	The 3 day notice clause for rostering needs clarification	We have confirmed at bargaining meetings that the 3-day notice is for special events only, such as new product introductions.
<u>247-224.</u>	63	Iain Horsfall (62) 19 August 2022	Premium pay for hours outside employees scheduled hours if employees are not given the opportunity to decline a change in roster on 3 days notice	Apple has agreed to limit the 3 day rostering requirement to special events only, such as new product introductions. The above award Minimum Hourly Rate compensates employees for the inconvenience of a 3-day roster change for special events/NPI that occur from time to time. Additionally, employees are always open to advising Apple if they are unavailable to attend a rostered shift with reasonable notice to provide Apple with a reasonably sufficient period to find an alternative.
<u>248-225.</u>	61	Tristen Teixeira (82) 19 August 2022	Change the 3 day notice period for posting rosters to be for NPI and launch only	We have confirmed at bargaining meetings that the 3-day notice is for special events only, such as new product introductions.
<u>249-226.</u>	63	Thomas Lane (92) 22 August 2022	Request that published schedules not be altered if change is not accepted by employees. Teams plan their lives around schedules and don't want to change their lives on 3 days notice	The above award Minimum Hourly Rate compensates employees for the inconvenience of a 3-day roster change for special events/NPI that occur from time to time.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
220-227.	63	R (111) 22 August 2022	Flexibility in choosing shifts – eg. personal circumstances to pick up or drop off kids from school	<p>Enshrined within the rostering principles in the NEA is consideration of individual employee's circumstances.</p> <p>Employees can apply for their own flexible working arrangements using the Flexible Working Arrangements Policy. Apple is not considering adding a flexible work arrangements clause into the NEA for this purpose and looks to s 65 of the <i>Fair Work Act 2009</i> and its policy for such matters. Alternatively, employees can enter into Individual Flexibility Arrangements where relevant to accommodate flexibility for such circumstances.</p>
221-228.	63	Kris (125) 25 August 2022	Provision for a split working roster for business teams who work offsite (and any similar teams) to allow 1-2 days working from home then come into stores.	This is matter that is more appropriate for policy as each individual employees have preferences as to their location of work. Apple's Flexible Working Policy provides for this.
222-229.		Kane Murtagh (128) 29 August 2022	Strike out "Apple may request changes to the roster" – and say "a team member may turn down the changes".	<p>The above award Minimum Hourly Rate compensates employees for the inconvenience of a 3-day roster change for special events/NPI that occur from time to time.</p> <p>Additionally, employees are always open to advising Apple if they are unavailable to attend a rostered shift with reasonable notice to provide Apple with a reasonably sufficient period to find an alternative</p>
223-230.	14	RAFFWU (Wages 12) 23 September Wages 12	Workers without set unchanging rosters to be paid a 25% loading on all wages	<p>The only employees without set unchanging rosters are casual employees, who, receive casual loading under the NEA.</p> <p>Part Time Additional Rostered Hours are additional rostered hours worked by a Part A employee as defined in clause 16.8 and 16.9 (inclusive) and Part B employees as defined in clause 25.9 and 25.10 (inclusive) of the NEA in each single nominated fortnight period.</p>
224-231.	63	RAFFWU (Job Security 1)	No changes to rosters without agreement	<p>The NEA has always provided for consultation where there is a major change to the regular roster or ordinary hours of work of employees.</p> <p>Apple has agreed to limit the 3 day rostering requirement to special events only, such as new product introductions.</p> <p>The above award Minimum Hourly Rate compensates employees for the inconvenience of a 3-day roster change for special events/NPI that occur from time to time.</p> <p>Additionally, employees are always open to advising Apple if they are unavailable to attend a rostered shift with reasonable notice to provide Apple with a reasonably sufficient period to find an alternative</p>
225-232.	63	RAFFWU (Job Security 2)	Entitlement for a worker to change their rostered hours to meet any need by a medical professional	Employees are entitled to access personal leave for any medical related needs. Employees individual circumstances are always considered when rostering.
226-233.		Kane Murtagh Log 3	<p>3. Strike out the following from Clause 16.2:</p> <p><i>"Whilst you are expected to be available to be rostered to work at any time across seven days of the week, Monday to Sunday, Apple appreciates that there will be occasions where you may not be available to work. In these circumstances,"</i></p>	Apple requires this clause to provide context for the following clauses concerning rostering principles.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
<p>227-234.</p>		<p>Kane Murtagh Log 4</p>	<p>Amend clause 16.3 to provide the following options: <i>(a) Select two days from Monday to Thursday as fixed days off each week, as agreed with their manager in writing.</i> <i>(b) Select one weekend day or Friday as a fixed day off each week, as agreed with their manager, having regard to the operational needs of the business. Requests will be assessed by Apple against a threshold, and reasonable requests within the threshold will not be denied.</i> <i>(c) Select to be rostered off both weekend days once a month, as agreed with their manager, having regard to the operational needs of the business. Requests will be assessed by Apple against a threshold, and reasonable requests within the threshold will not be denied."</i></p> <p>The Retail Award provides good work-life balance provisions around rostering — something the proposed agreement is seriously lacking. I understand the unique retail environment and extreme volume of customers seen in an Apple Store required a more stringent approach to rostering, but I believe the above amendments allows team members a greater flexibility while still giving Apple the tools to manage / decline requests based off genuine business needs. In addition to this, Apple have a robust Part Time team which makes up over half of the total ARS team; plenty of team members will remain unaffected, and therefore available to work, in spite of this proposed amendment.</p>	<p>Apple has agreed to inserting into the NEA a right for full-time Part A and Part B employees who provide 6 days of availability each roster period to have one fixed day off each week (See NEA Draft 4) from Monday to Friday.</p> <p>Apple has agreed to provide two consecutive days off each week for full-time Part A and Part B employees who provide 7 days of availability each roster period (fifth version of the NEA - 7 October 2022)..</p>
<p>228-235.</p>		<p>Kane Murtagh Log 5</p>	<p>Amend Clause 16.5 to add two subclauses: <i>(a) By giving you 3 days' notice of a proposed change which you may accept OR decline</i> <i>(b) By giving you 3 days' written notice of the change and paying any hours outside the previously rostered hours at the rate of 150%</i> I believe there are genuine times where an employee may wish to decline a request, and I also understand there may be times where Apple require a change to be made. For this reason I believe clause 16.6 should be updates so when Apple wish to make roster changes within three days they can decide whether to 'request' an employee, or to 'give notice' to an employee who is then remunerated a fair penalty for the inconvenience. I believe this strikes a fair balance between Apple's business needs and work-life balance. Given the proposed wording above the penalty would only apply for hours outside those previous scheduled — So if an employee was rostered from 8am - 4 pm and their shift was changed by notice instead of request to 10am - 6pm they would receive penalty only on the hours from 4pm - 6pm.</p>	<p>Apple has confirmed that the 3 day rostering requirement to special events only, such as new product introductions.</p> <p>The above award Minimum Hourly Rate compensates employees for the inconvenience of a 3-day roster change for special events/NPI that occur from time to time.</p> <p>Additionally, employees are always open to advising Apple if they are unavailable to attend a rostered shift with reasonable notice to provide Apple with a reasonably sufficient period to find an alternative.</p>

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
229-236.		Kane Murtagh Log 6 Part B	<p>Clarify that Apple Support roster period run for 3 months in one of the two ways:</p> <ul style="list-style-type: none"> A. Amend clause 25.5 to clarify that roster period run for 3 months B. If other Part B employees (RCC, CR, etc) have different roster arrangements add a new clause stating specifically that Apple Support rosters will be scheduled three months at a time <p>Although clause 25.5 is worded to indicate that Apple will post rosters at least three days prior to their commencement, and Fiona Moran has made several commitments that Apple will continue to provide 3 month rosters for Apple Support team, it has been indicated during bargaining by various Part B employees that the 3-month roster cycle is an important and core part of their work-life balance. Given Apple have committed to keeping this arrangement it will service to codify this for at least four years during the operation of this agreement.</p>	<p>Apple is considering amendments to the NEA in this respect <u>has aligned the rostering principles for Part B with Part A in the 5th Version of the NEA (7 October 2022)</u>. Regardless of any amendment to the NEA, Apple will continue to provide 3-month rosters outside of the NEA process even without any requirement in the NEA to do this. Apple does not wish to codify this requirement in the NEA as it seeks to maintain maximum flexibility for Part B employee's rostering arrangements, depending on customer demands, business needs and operational requirements.</p>
230-237.	63	ASU Log 18(a)	A minimum roster period of 3 months with longer periods wherever possible	<p>Apple will not agree to a minimum roster period of 3 months within the NEA.</p> <p>Regardless of any amendment to the NEA, Apple will continue to provide 3-month rosters outside of the NEA process even without any requirement in the NEA to do this. Apple does not wish to codify this requirement in the NEA as it seeks to maintain maximum flexibility for Part B employee's rostering arrangements, depending on customer demands, business needs and operational requirements.</p>
234-238.	63	ASU Log 18(b)	Rosters will be issued at a minimum of 4 weeks' notice	<p>Apple will not be extending the roster notice period. Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs.</p> <p>Apple provides for a minimum of 2 weeks notice for Part A and B employees (see clause 16.3 of the 19 September draft, clause 25.5 of the fifth version of the NEA of 7 October 2022).</p>
232-239.	63	ASU Log 18(c)	No change to rosters at less than 7 days without agreement	<p>This is largely the case and a weekly roster applies but for when 3-days notice can be given in the case of special events (e.g.; new product introductions).</p>
233-240.	63	ASU Log 18(i)	An effective disputes process for rostering issues	<p>Schedule B of the NEA sets out the Grievance Procedures which employees can utilise should there be a dispute with matters relating to rostering under the NEA. No further amendments to Schedule B will be made in this respect.</p>
234-241.	63	ASU Log 18(j)	Roster Committees will be established at each store and/or department	<p>This is not an entitlement that is a minimum standard that needs to be in the NEA. Apple is unsure of what the ASU proposes a 'roster committee' would entail and who it would comprise, and what their role is. Apple is willing to discuss this further with the ASU outside of the bargaining process.</p>
235-242.	68	SDA Claim 19	All permanent employees shall be provided with a fixed roster which is within their availability and not subject to change unless by mutual agreement in writing.	<p>Apple's retail operations are seven days a week and Apple requires flexibility with rostering to meet customer needs.</p> <p>The requirements of the Apple retail store make it difficult for Apple to commit to a fixed roster for permanent employees and Apple will not enshrine this in the NEA. As part of a flexible work arrangement pursuant to the NEA, it could accommodate such a request, however flexibility is not achieved by including such a provision as a right.</p> <p>Employees are always open to request certain days to be rostered on or if agreed with their manager and if the operational needs of the business are met, reasonable requests will not be denied.</p>

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
236-243.	69	SDA Claim 20	A part-time employee may not be rostered for less than 20 hours per week, part-time and casual employees to be rostered for no less than 5 hours per shift	<p>Apple has agreed to guaranteed contract hours for part-time employees of a minimum of 19 hours a week. Apple wouldn't want to dissuade employees from taking up part time employment if they can't meet the minimum hours, but if that is the case then they can enter into employment contracts which set Contract Hours to suit their personal needs.</p> <p>Apple's practice, currently, and which it will bring forward after the NEA is approved, is to offer contracts of employment for part-time employees with a minimum guarantee of 19 hours a week, subject to their agreement (to work those hours, work less, or work more).</p> <p>Apple will not increase the minimum engagement to 5 hours. Clause 17.2 provides for a minimum engagement of 3 hours, which is consistent with the <i>Retail Award</i>.</p>
237-244.	72	SDA Claim 23	If working 2 days in a week of more than 9 hours (e.g. 9.5 or 10 hours) then any other ordinary hours can only be worked on no more than 3 days in that week. A five day maximum work week applies if you work 2 days in that week of more than 9 hours. (e.g. 9 hrs, 10 hrs, 10 hrs, 9 hrs = 38 hrs).	<p>Apple will not include an entitlement to this effect within the NEA.</p> <p>Apple requires flexibility with rostering to meet customer needs as a Monday to Sunday operating retail store, who from time to time has special events.</p> <p>Employees required to work additional hours will be compensated accordingly (for example by way of over time, late night penalties etc.)</p>
238-245.	75	SDA Claim 26	Included in the Agreement is acknowledgement that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on the health and safety of employees and the quality of customer service.	<p>Apple will always ensure it is compliant with the relevant state and territories work, health and safety legislation.</p> <p>Apple considers that is more appropriate for policy and not the NEA. Apple's policies and manager guidance ensure that managers are appropriately managing the workloads of employees.</p>
239-246.	81	SDA Claim 31	Rostering to take into account study commitments.	Apple will have regard to alternative rostering arrangements as reasonably requested in writing having regard to an employees individual circumstances (such as study commitments) as well as the operational and business needs of Apple. This is enshrined at 16.2 for Part A Employees.
240-247.	63	SDA Claim 32	<p>CI 16.5 of the proposed EA to change to:</p> <p><i>"From time to time, to support special events or events outside of Apple's control, Apple may request to make changes to the roster before the commencement of any shift on a specific date or during any roster period by giving three days notice. Any change must be made by mutual agreement between Apple and the employee."</i></p>	<p>Apple will not be including "Any change must be made by mutual agreement between Apple and the employee." to clause 16.5. The purpose of this clause is to provide agreement for such circumstances, which are not frequent.</p>
241-248.	79	SDA Claim 33	<p>All roster changes must be made by mutual agreement between the employer and the employee.</p> <p>When there is a disagreement on a suggested roster change, the status quo will remain until such time as the grievance procedure is completed.</p>	The NEA provides for this in the relevant rostering principles clauses.
249.		Josh Whiteford 12 October 2022	Can you please reverse the change/implementation of section 25.3 in the NEA, as this was not requested and is not required by Part B Employees.	Apple requires this clause to provide context for the following clauses concerning rostering principles.
TOIL				
242-250.	91	Maximilian Ryck (7) 15 August 2022	Remove TOIL clause which requires cashing out of TOIL after six months	Apple agreed to granting this claim. There is no clause requiring the cashing out of TOIL in the current draft of the NEA.
243-251.	91	Chantelle Mora (19) 15 August 2022	TOIL should not expire	TOIL does not expire. There is no provision indicating this.
244-252.	91	Kane Murtagh (23) 15 August 2022	Remove clause requiring TOIL to be cashed out after 6 months	Apple agreed to granting this claim. There is no clause requiring the cashing out of TOIL in the current draft of the NEA.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
245-253.	91	Jayden Ordner (59) 19 August 2022	Remove expiry of TOIL	TOIL does not expire. There is no provision indicating this.
246-254.	92	Amador Vargas Jnr (30) 15 August 2022	TOIL should be cashed out after a threshold amount is accrued not 6 months	Apple has included within the NEA a provision to cash out TOIL accrued and untaken. This was an amendment made on 19 September 2022 (in the third draft).
247-255.	94	Jenny Quinn (122) 25 August 2022	Allow employees to cash out TOIL	Apple has included within the NEA a provision to cash out TOIL accrued and untaken. This was an amendment made on 19 September 2022 (in the third draft).
248-256.	93	Max Fox (104) 22 August 2022	TOIL for Part Time Employees set at what their normal hours would have been	TOIL only applies for work performed on a public holiday or when rostered days off fall on a public holiday. TOIL for work performed on a public holiday, where applicable, is provided on an hour for hour basis (see clause 22.2(b) and 37.2(b)). For employees whose rostered days off fall on a public holiday, they are provided with TOIL. This is a benefit of the NEA that is not provided for under the relevant awards. Employees are provided with additional time off, in this circumstance, where actual hours aren't worked. The provision of 7.6 hours for full time and 3.8 hours for part time (and not pro-rated) in this circumstance is already an above award entitlement and sufficiently generous.
249-257.	95	RAFFWU (Wages 11)	TOIL cashed out at option of worker at overtime rates and TOIL option for public holidays worked	Apple has included within the NEA a provision to cash out TOIL accrued and untaken. This was an amendment made on 19 September 2022 (in the third draft). There are limited circumstances in which TOIL is accrued. TOIL is accrued (pursuant to the NEA) if a worker is: <ul style="list-style-type: none"> an Apple Retail Manager, Support Manager, Apple Care Manager, Part C or Part D employee with above Exemption Salary for all rostered hours worked on a public holiday; OR if a full-time or part-time employee's RDO falls on a public holiday. This is a novel clause, to the benefit of the employees.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
250-258.		Kane Murtagh Log 12	<p>Add clause allowing employees to 'purchase' TOIL either through direct payroll deduction and/ or OT conversion at employee's request only. The effect of the clause from an employee's would be the same whether it was Annual Leave OR TOIL. I appreciate TOIL is paid out at 150% on termination whereas leave is paid out at 100%; so if approving this log limiting this request to 'Annual Leave' instead of TOIL may be the best approach from Apple's perspective. The heart of the log is that employees have the ability to increase their leave balance via payroll deduction. This is very common across public service agreements, higher education agreements, and most other agreements with a 'salary sacrifice' option. There are a few models used — I have attached below "VPS EA 'Purchased Leave'" which outlines a specific model which is used for Victorian Public Service employees. I believe an adaptation of this model could be in the NEA to help employees achieve more leave, manage more pressing roster provisions, and without any additional cost to Apple as the employee is 'paying for their own additional leave'</p> <p>An employee who I represent requested that they would like the ability to opt for TOIL In lieu of overtime rate or public holiday rate I a similar way to how it operates for Level 3 employees. We believe the existing 150% for OT and 250% for PH should remain, but the clauses be amended so an employee can instead <u>nominate</u> the extra hours to be added into their TOIL balance instead of being paid at the premium.</p> <p>Example: I) A employee works 3 hours overtime. If paid at OT rate it would equate to 4.5 'paid hours'. If nominated as TOIL they will instead receive 3 hours TOIL II) A employee <u>works</u> a 7.6 hours shift on a Public Holiday. If paid at PH rate it would equate to 19 'paid hours'. If nominated as TOIL they will instead receive 7.6 hours TOIL.</p>	<p>Cashing out leave: Apple will not be including any clause in the NEA to cash out leave. We are of the view this is more suited to policy so as to provide for flexibility as an additional benefit, and not a minimum entitlement. Apple currently has a policy whereby employees can effectively "cash out" a day of annual leave from January to December (see: Vacation Cash Out).</p> <p>TOIL instead of overtime: Apple will not be including an option for an employee to choose to receive TOIL in lieu of overtime rates. The way in which TOIL works in the EA is very specific, that is:</p> <ul style="list-style-type: none"> • an Apple Retail Manager, Support Manager, Apple Care Manager, Part C or Part D employee with above Exemption Salary for all rostered hours worked on a public holiday; OR • if a full-time or part-time employee's RDO falls on a public holiday at 7.6 hours for full time and 3.8 for part time. This is a novel clause, to the benefit of the employees. <p>The <i>Retail Award</i> has very strict parameters on opting for TOIL instead of overtime pay including the conversion of overtime rates to TOIL hours and the period in which these hours need to be used. Apple's existing TOIL formula in the NEA is specific and works well, considering there are definite number of public holidays in any year. Administratively, having a different formula for overtime to TOIL conversion, and setting an expiry for its use (where currently, TOIL doesn't expire and is paid out at 150%), will be a burden for managers and Apple, considering the unexpected nature of overtime and potential frequency in which overtime could be worked which varies from team member to team member. The existing payment for hours worked for public holidays which is 250% is more beneficial for team members who aren't managers or otherwise exempt from public holiday rates than hour for hour TOIL conversion.</p>
254-259.		Kane Murtagh Log 13	TOIL for part-time employees should reflect hours worked up to a cap of 7.6 hours	TOIL only applies for work performed on a public holiday or when rostered days off fall on a public holiday. TOIL for work performed on a public holiday, where applicable, is provided on an hour for hour basis (see clause 22.2(b) and 37.2(b)). For employees whose rostered days off fall on a public holiday, they are provided with TOIL. This is a benefit of the NEA that is not provided for under the relevant awards. Employees are provided with additional time off, in this circumstance, where actual hours aren't worked. The provision of 7.6 hours for full time and 3.8 hours for part time (and not pro-rated) in this circumstance is already an above award entitlement and sufficiently generous.
252-260.	22	ASU Log 19	TOIL for Public Holidays should reflect actual hours worked	The NEA already reflects this. TOIL for work performed on a public holiday is provided on an hour for hour basis (see clause 22.2(b) and 37.2(b)). Employees whose rostered days off fall on a public holiday are also provided with TOIL. This is slightly novel and is a benefit of the NEA that is not provided for under the relevant awards. Employees are provided with additional time off, in this circumstance, where actual hours aren't worked. The provision of 7.6 hours for full time and 3.8 hours for part time (and not pro-rated) in this circumstance is already an above award entitlement and sufficiently generous.
HIGHER DUTIES				
253-261.	104	Maximilian Ryck (9) 15 August 2022	Clarify what the "written agreement" for the higher duties allowance looks like in the context of career experience	Apple will not be making any amendments to <u>is still considering</u> the higher duties clauses within the NEA.
254-262.		Maximilian Ryck (10) 15 August 2022	Request a commitment that career experiences will continue and management won't act unfavourably on the basis that experiences will be paid at a higher rate	Apple will not be making any amendments to <u>is still considering</u> the higher duties clauses within the NEA.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
255-263.	105	Max Fox (32) 15 August 2022	Can the Higher Duties allowance apply retrospectively	Apple will not be making any amendments to the is still considering the higher duties clauses within the NEA.
256-264.	104	Miller Lokanata 15 August 2022	Clarify the written agreement for the Higher Duties Allowance	Apple will not be making any amendments to the is still considering the higher duties clauses within the NEA.
257-265.	105	Nick Horton (50) 19 August 2022	Higher Duties Allowance – only applies to classifications within the NEA – change to also apply if appointed to a role outside the NEA	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
258-266.	105	Ben Tomaki (67) 19 August 2022	Career experiences within the same Level Classifications should get compensated for differing (higher) salaries – for example, pay higher duties allowance for Level 2 employees doing a Lead role experience	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
259-267.	105	Carina Teike (73) 19 August 2022	Reconsider Higher Duties allowance so that it still applies if an Retail Team Member Level 2 employee does an experience at the same level eg if a Genius has an experience as a Lead, the Lead earns more but the higher duties allowance will not apply	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
260-268.	107	Kane Murtagh (78) 19 August 2022	Change the higher duties allowance so that the calculation is based on the average pay rate of the higher role (for example, Genius and Lead are both Apple Retail Team Level 2 but have different pay rates)	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
261-269.	105	Tristen Teixeira (81) 19 August 2022	Retrospectively apply the higher duties allowance for employees who are currently in a career experience	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
262-270.	105	RAFFWU Wages 10 22 August 2022	Higher duties for all times working in a higher role of the greater of 10% or the wage of the higher role including “experiences” and a 10% allowance for all hours worked selling or completing carrier or finance contracts and 10% for all Genius Bar certified workers	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
263-271.	105	SDA Claim 13	Higher duties allowance to be payable for each hour worked at the higher level up to 2 hours, or for the entirety of the shift when higher duties are performed for a period exceeding 2 hours.	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
264-272.		Josh Whiteford 2 October 2022	I believe all employees when they change roles, take their previously learned skills with them to support the customers and the business. A change in role resulting in a payrise or an additional skills allowance will ensure an employee is correctly compensated for expanding their skillset.	Apple will not be making any amendments to is still considering the higher duties clauses within the NEA.
COMPANY BENEFITS				
265-273.	109	Nick Horton (129)* 22 August 2022	On redundancy, employees be paid out the value of RSUs at the fair market value as a cash payment	This is managed by Apple Inc and not Apple Pty Ltd and we are unable to amend this. This is a company benefit and is not suitable to be enshrined within the NEA. We will provide this feedback to Apple Inc.
266-274.	109	Nick Horton (112)* 22 August 2022	Unvested RSU should be paid out at redundancy	This is managed by Apple Inc and not Apple Pty Ltd. Regardless, this is a company benefit and is not suitable to be enshrined within the NEA. We will provide this feedback to Apple Inc.
267-275.	109	Kane Murtagh (130)* 19 August 2022	On redundancy or termination (unless for gross misconduct), cash equivalent of RSUs be paid out	This is a company benefit and is not suitable to be enshrined within the NEA. Apple will not be paying out the equivalent of RSU's on redundancy or termination.
268-276.	109	Lawrence/Randy/Walton (134)* 29 August 2022	Some elderly people in AppleCare. RSUs should be paid out if over 65 years old – except if they resign	Apple will not be incorporating age specific entitlements into the NEA or the policies.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
269-277.		RAFFWU Wages 13	Profit share, commission and performance pay structure for employees at the store or national level	Apple has a Discounted Stock Purchase Plan policy which is accessible to employees. This will not form part of the NEA.
270-278.	111	ASU Log 15	Extend corporate benefits to all staff covered by NEA	Benefits and entitlement to benefits sit outside the NEA. Employees covered by the NEA are entitled to a range of company benefits which we set out in our letter to the ASU on 23 September 2022 including: health and wellbeing benefits (including a new policy for a \$3000 health insurance reimbursement), emergency medical and dental coverage, tuition reimbursement, discounted stock purchase plan and discounts on Apple products among other benefits.
PRIVATE HEALTH INSURANCE				
271-279.	111	Nick Horton (47) 19 August 2022	Include private health allowance and internet allowance	Apple provides a health care allowance to employees (for Retail employees, this will be effective 1 January 2023). This is a company benefit and is not suitable to be enshrined within the NEA.
272-280.	111	Nick Boemo (53) 19 August 2022	Paid health benefits for all employees	Apple provides a health care allowance to employees (for Retail employees, this will be effective 1 January 2023). This is a company benefit and is not suitable to be enshrined within the NEA.
273-281.	111	Ben Tomaki (66) 19 August 2022	Include health insurance in the NEA for all employees	Apple provides a health care allowance to employees (for Retail employees, this will be effective 1 January 2023). This is a company benefit and is not suitable to be enshrined within the NEA.
274-282.	111	Max Fox (101) 22 August 2022	Include private health insurance	Apple provides a health care allowance to employees (for Retail employees, this will be effective 1 January 2023). This is a company benefit and is not suitable to be enshrined within the NEA.
275-283.		"R" (110) 22 August 2022	Full health cover for employee and family members in case anything goes wrong. GU Health cover is capped	Apple provides a health care allowance to employees (for Retail employees, this will be effective 1 January 2023). This is a company benefit and is not suitable to be enshrined within the NEA.
276-284.	111	RAFFWU (Wages 9)	Healthcare allowance of \$150 per week to be paid to all employees. Apple has confirmed an allowance will be paid by way of policy from January 2023 to retail employees but <u>no reason has been given as to why this will not be paid to employees who choose to access a healthcare product other than the specific fund chosen by Apple.</u> This is particularly concerning for employees who may wish to access specific forms of treatment which are not adequately covered by the chosen fund, or who wish to access a more appropriate fund. Clearly, Apple has allocated funding for all employees to access the policy-based allowance and thus can afford other claims of employees who choose not to access that specific policy based initiative. We request a specific response on these issues.	Apple's suggested health fund, in our view, provides the best coverage for Apple employees at a competitive discounted rate for Apple employees, which they would not have been able to have received otherwise with the specific fund. Should it be the case that Apple's preferred fund does not provide adequate treatment for employees and/or should there be any concerns with respect to the range of healthcare benefits and products on offer we will manage this on an individual basis and can enquire with Apple's preferred fund as to whether they make any arrangements on this individual basis. To remain flexible, as employee's health care needs are also flexible, we do not regard this particular benefit as an item that will be included in the NEA and maintain that our policy ensures Apple is committed to its employees' access to health care.
STUDY RELATED ENTITLEMENTS				
277-285.	26	RAFFWU (Other 13)	Access to Flexible Work Arrangements be expanded to include the circumstance of Tertiary Education	Our Flexible Work Policy and Study Leave Policy allows for relevant flexibility. Additionally, employees can enter into individual flexibility arrangements where relevant to accommodate flexibility for tertiary education requirements where necessary. Apple is considering extending our Study Leave Policy to Part A employees.
278-286.	66	ASU Log 13	Expand the application of flexible working arrangements to incorporate study.	Apple provides paid study leave to Part B employees. In addition to taking paid study leave, employees apply for their own flexible working arrangements using the Flexible Working Arrangements Policy a copy of which was provided as an attachment to our letter on 29 September. Apple is not considering adding a flexible work arrangements clause into the NEA for this purpose and looks to s 65 of the <i>Fair Work Act 2009</i> and its policy for such matters. Alternatively, employees can enter into Individual Flexibility Arrangements where relevant to accommodate flexibility for tertiary education requirements. Apple is considering extending our Study Leave Policy to Part A employees.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
279-287.	26	SDA Claim 41	10 days of paid Study Leave.	Apple provides paid study leave to Part B employees for up to 5 days. This will remain a policy and not part of the NEA, as is it not a minimum statutory requirement. It provides us with flexibility to amend it easily to accommodate for changing circumstances. Our flexible work allows for relevant flexibility arrangements to accommodate for employees who study. Apple is considering extending our Study Leave Policy to Part A employees.
280-288.		Josh Whiteford	Expand the application of flexible working arrangements to incorporate study.	Apple provides paid study leave to eligible employees for up to 5 days. This will remain a policy and not part of the NEA, as is it not a minimum statutory requirement. It provides us with flexibility to amend it easily to accommodate for changing circumstances. Our flexible work allows for relevant flexibility arrangements to accommodate for employees who study.
MEAL ALLOWANCE				
281-289.	114	SDA Claim 5	Meal allowances to be payable once an hour of work has been completed past a worker's rostered finishing time. a. First meal allowance will be \$25.00. b. If extra hours worked beyond rostered finishing time exceeds 4 hours, then a second meal allowance of \$25.00 must be paid to the worker.	For Part A Employees, clause 23 of the NEA provides for a meal allowance of \$20.01 when overtime is worked and where less than 24 hours' notice is given to work overtime hours. This is consistent with the Retail Award and a sufficient and adequate amount.
MENSTRUATION PRODUCTS/ALLOWANCE				
282-290.		Mish Deane (115) 22 August 2022	Menstrual products to be supplied in stores for people who menstruate or an allowance in addition to wages paid	Some Apple stores and offices provide these items using their personal store or office budget. Apple will consider this request at a national level but only in terms of an addition to a policy and it will not be included in the NEA.
283-291.		RAFFWU (Other 2)	Free and readily accessible period care including sanitary items including in toilets and locker rooms.	We reiterate our response of 23 September 2022, that some Apple stores and offices provide these items using their personal store or office budget. Apple will consider this request at a national level but only in terms of an addition to a policy and it will not be included in the NEA
PARKING ALLOWANCE				
284-292.	111	Jayden Ordner (60) 19 August 2022	Introduce allowance to reimburse on-site car parking	This is not a common practice and a novel claim and Apple is unlikely to include this in the NEA.
285-293.	112	Mish Deane (114) 22 August 2022	Parking allowance for stores with paid parking	This is not a common practice and a novel claim and Apple is unlikely to include this in the NEA.
FIRST AID ALLOWANCE				
286-294.		Mish Deane (117)*	Increase of fortnightly payments to people who are first aid trained (proposed \$29 in EA, which is the same as the previous EA)	The first aid allowance in the NEA is \$29.00 per fortnight. See clause 4.1.
TRAVEL RELATED REIMBURSEMENTS				
287-295.		RAFFWU (Other 11)	6 weeks' notice of any domestic or international travel and all costs associated with work travel, including travel costs, accommodation costs and food costs, to be reimbursed.	NEA provides for reimbursement for any other reasonably incurred and approved work-related business expenses where you are directed to temporarily work at a location which is not your normal workplace. See clause 4.4 of the NEA provides for reimbursement in such circumstances.
ALCOHOL				
288-296.	108	Jenny Quinn (14) 15 August 2022	Change to the clause in relation to alcohol on work premises as it makes no sense when team members work from home	Clause 8.4(h) has been amended to state " <i>being under the influence of alcohol whilst working</i> ".
INDEMNITY INSURANCE				
289-297.	132	RAFFWU (Other 2)	Unlimited indemnification for telecommunication, finance and insurance contract sales	Apple has its own insurance in this respect.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
UNIFORM				
290-298.	115	Chantelle Mora (20) 15 August 2022	Apple should not force employees to wear face masks unless part of Government guidance	Apple's policies on face masks and wearing face masks is in line with government recommendations to ensure the health and safety of its employees.
294-299.	113	RAFFWU (Wages 7)	A minimum uniform allocation of 5 shirts, replaced as required, at no cost to staff and a laundering allowance of \$1.50 per shift	Apple will not be including a laundry allowance. The equivalent of the laundry allowance is incorporated into the above award Minimum Rates of Pay.
292-300.	113	SDA Claim 3	Introduction of a laundry allowance of \$1.25 per shift, up to a max of \$6.25 per week.	Apple will not be including a laundry allowance. The equivalent of the laundry allowance is incorporated into the above award Minimum Rates of Pay.
UNION MEMBERSHIP				
293-301.	37	ASU Log 12	Supporting ASU members and delegates with union inductions for new joiners, paid leave for union training, the right to use work time for union business, union notice boards in all workplaces and online, and regular store/call centre level management/delegate catch ups	<p>Apple responded to this in detail on 29 September. We reiterate this hear and await further information from the ASU so that we can further consider and respond. Apple does not discourage or encourage union affiliation or involvement. If an employee chooses to be affiliated with a union and requires time to attend training, they are free to do so, but it is not an additional paid leave entitlement that Apple proposes to provide at this time. There are other additional leave benefits in policies that Apple is focused on providing that support a broader range of employees. Nonetheless, we invited the ASU to provide Apple with the anticipated number of training sessions per year and their average training duration so that we can further consider this. Apple also requested further detail regarding the same, with respect to union inductions for new joiners.</p> <p>With the notice board, it is Apple's view that it is not necessary to have such a provision in the NEA. Should unions wish to attend the workplace and have discussions and meetings with members or potential members, this can be done by making a right of entry request. Should unions wish to attend the workplace and publish or distribute union material with members or potential members, they are open to providing them to the relevant Apple store manager to include in the folder of union materials during the bargaining process or distribute the meeting request.</p>
294-302.	128	SDA Claim 61	Apple will provide a union official with 30 minutes paid time to meet with new employees at the time of induction for the purpose of introducing and explaining this Agreement and union matters. In cases where new Team Members are not introduced to the Union at the time of induction, the Store Manager will agree alternate arrangements that permit the union with access to the new Team Members for that purpose.	Apple requires further information on this claim relating to the frequency of these inductions.
295-303.	129	SDA Claim 62	Recognised and duly appointed Union Delegates are entitled to paid leave to attend bona fide training courses conducted by the Union.	Union delegates are entitled to use their paid or unpaid leave entitlements for such training
296-304.	130	SDA Claims 63	The employer shall provide a noticeboard or section of a notice board for the display of official union notices. Such union notices shall be shown to management prior to placement on the noticeboard.	As set out in our response on 30 September 2022, it is Apple's view that it is not necessary to have such a provision in the NEA. Should unions wish to attend the workplace and have discussions and meetings with members or potential members, this can be done by making a right of entry request or they are open to providing them to the relevant Apple store manager to include in the folder of union materials during the bargaining process or distribute the meeting request. Apple is not legally required to and will not facilitate the distribution or display of union materials on an on-going basis. It is up to each union how it wishes to contact its members outside of the right of entry provisions which permit discussions during work hours
297-305.		RAFFWU (Leave 12)	10 days paid leave for attendance at industrial relations or dispute resolution training delivered by or for any industrial association	As advised on 23 September 2022, union delegates can access other paid leave entitlements such as study leave , annual leave or personal leave or unpaid leave entitlements. Apple does not intend to provide any additional paid entitlement to leave for such training in the NEA.
SUPERANNUATION				
298-306.		RAFFWU (Wages 8)	That superannuation be paid at 12% for all workers and superannuation matching of up to 5% where the employer will match personal contributions dollar for dollar up to 5%	Apple will pay the statutory required superannuation guarantee amount.
299-307.	124	SDA Claim 16	Payment of super for absences on all paid leave and on work related illness or injury (as per GRIA 20.5)	Superannuation will be paid pursuant to the <i>Superannuation Guarantee (Administration) Act 1992</i> which states that ordinary time earnings include paid leave such as annual leave and sick leave.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
300-308.		Josh Whiteford 2 October 2022	That superannuation be paid at 12% for all workers and superannuation matching of up to 5% where the employer will match personal contributions dollar for dollar up to 5%	Apple will pay the statutory required superannuation guarantee amount.
AGREEMENT				
304-309.	116	Nick Boemo (38) 19 August 2022	Concerned about length of agreement being 4 years nominal term. Needs to be a fixed term so it cannot extend to longer term period	Apple's preference is a four-year nominal term to provide the longest period of time possible to ensure consistency and structure to applying the terms of the NEA to the workforce.
302-310.	127	SDA Claim 58	Requirement on the company to provide a copy of the NES as an addition to clause 1.9 of proposed EA.	The NES will not be provided along with the NEA. The NES is always changing (for e.g. the current amendments to family and domestic violence leave) and Apple does not want to provide outdated legislation or links to legislation to employees. Employees will be informed of where to access this information or who they can contact to obtain this.
303-311.	119	Kane Murtagh (79) 19 August 2022	Include wording that requires Apple to start negotiations one year before the expiry of the NEA	As discussed in our 7th bargaining meeting on 2 September 2022, this is adequately dealt with under the Fair Work Act. The Fair Work Act contains provisions which permit bargaining representatives to, in effect, activate the bargaining process after the expiry date of the enterprise agreement. It is not necessary for the enterprise agreement to compel any form of bargaining prior to the agreed expiry date.
304-312.	120	Mish Deane (116) 22 August 2022	Gender neutral wording throughout NEA	Apple has used gender neutral language throughout the NEA. In the bargaining meeting on Friday 2 September, Fiona confirmed that the request to use gender neutral language throughout the NEA was approved on 25 August.
305-313.	120	Mish Deane (118) 22 August 2022	Recognition of new EA agreement changes that should have been implemented 4 years ago (when previous EA expired) and for these changes to be backdated	The Fair Work Commission will set the commencement date of the NEA if, and when, it approves it.
306-314.		RAFFWU (Other 9)	One year term for the Agreement	Apple's preference is a four-year nominal term to provide the longest period of time possible to ensure consistency and structure to applying the terms of the NEA to the workforce.
307-315.		Kane Murtagh Log 15 (16)	Gender Neutral language across the entire EA with all pronouns used being they/ them. Please review the following clauses: A. Example contains he/his pronouns under Clause 18.8 B. Example contains she/her pronouns under Clause 23.2 A log for gender neutral language was previously raised by Mish in log 116. This log was accepted by Apple, but 50% of the examples still include he/his pronouns. This issue was raised in the last meeting to which Bernard responded a range of pronouns were going to be used — based off the log of claims, that is not the concession Apple agreed to.	In the bargaining meeting on Friday 2 September, Fiona confirmed that the request to use gender neutral language throughout the NEA was approved on 25 August. She explained that the second draft had been updated to amend Schedule B and include a new example using a team member called Alex with they/them pronouns. Fiona also explained that we've approached this through an inclusive lens by using the three most common pronouns in our examples (she/her, he/him and they/their). Since then, we have added a fourth example – Ali – using they/their pronouns.
308-316.	1	ASU Log 1	Maintain all current entitlements unless improved	We confirm that there are no current entitlements as enshrined within the 2014 Agreement that have been removed in the NEA. The NEA is overall, more beneficial, than the 2014 Agreement.
309-317.	119	ASU Log 21	Negotiations to commence 3 months before nominal expiry date of the Agreement	Apple is open to considering this but its preference is not to enshrine a specific period for this to ensure flexibility. As discussed in our 7th bargaining meeting on 2 September 2022, this is adequately dealt with under the <i>Fair Work Act 2009</i> . The Fair Work Act contains provisions which permit bargaining representatives to, in effect, activate the bargaining process after the expiry date of the enterprise agreement. It is not necessary for the enterprise agreement to compel any form of bargaining prior to the agreed expiry date.
310-318.	119	ASU Log 22	Nominal expiry date 2 years after approval of EA.	Apple's preference is for a longer period of stability for the employees, management team and payroll. As discussed in our 7th bargaining meeting on 2 September 2022, this is adequately dealt with under the Fair Work Act. The Fair Work Act contains provisions which permit bargaining representatives to, in effect, activate the bargaining process after the expiry date of the enterprise agreement. It is not necessary for the enterprise agreement to compel any form of bargaining prior to the agreed expiry date. Apple's preference is for a longer period of stability for the employees, management team and payroll.

	LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
<p>311-319.</p>	<p>74</p>	<p>SDA Claim 18</p>	<p>The SDA funded a study into retail work: Challenges of Work, Family and Care. This report identified the stress, uncertainty and issues employees face in juggling their work and personal commitments. If conditions at work are structured and provide for acknowledgment and acceptance that work is only a part of an employee's life, then the balance for an employee will be better. This will provide a workforce that is more engaged, healthier and productive.</p> <p>The SDA has developed a number of critical principles that are to be included in the new agreement:</p> <p><i>Providing care to others is a basic human need. Caring for others should not result in financial disadvantage. A sustainable organisation is one which recognises and values a sustainable workforce. A sustainable workforce is one where it is acknowledged that:</i></p> <ul style="list-style-type: none"> • <i>employees have commitments outside of work that require attention and are of importance to them,</i> • <i>employees can have different caring responsibilities at different times in their lives,</i> • <i>employees will not be penalised or disadvantaged for having care responsibilities,</i> • <i>working should provide employees with meaningful hours of work and provide a living wage that is sufficient to meet their needs,</i> • <i>to manage care responsibilities, employees need secure, predictable and stable working hours and rosters,</i> • <i>life outside of work is acknowledged and valued which is reflected in the way we listen, respect and accommodate employee's needs,</i> • <i>accommodating an employee's care needs has a positive impact on their children's access to life, learning and opportunity,</i> • <i>accommodating employee's caring responsibilities has positive benefits to the organisation and to those in our society whom they care for.</i> <p><i>The Right to Care is a basic human need which is supported by Apple.</i></p> <p>Right to Care clause which includes care rosters – company recognizes that employees have caring responsibilities and will provide rosters which accommodate this, they are not subject to change.</p> <p>Rosters can't be changed unless by mutual agreement in writing and then only within the employee's stated availability.</p>	<p>The NEA has always provided for consultation and agreement where there is a change to the regular roster or ordinary hours of work of employees.</p> <p>Apple will establish rosters in accordance with business needs having regard to operational requirements and seasonal requirements. If an employee needs to change their availability for whatever reason, they are required inform their manager in writing, prior to the commencement of a roster period (ranging between one day to one week) or at any time prior to the commencement of the next pay week. Employees can also swap shifts with other employees.</p> <p>Apple has a flexible work policy that can accommodate for employees with caring responsibilities. Additionally, employees can enter into Individual Flexibility Arrangements where relevant to accommodate flexibility for employees with specific caring responsibilities.</p>
<p>312-320.</p>		<p>Josh Whiteford 2 October 2022</p>	<p>As there have been a range of policies implemented by Apple in lieu of the agreement, I would like all current policies which employees are covered under to be retained unless an improvement is in the NEA.</p> <p>This includes, but is not limited to, rates of pay, penalty rates, policy entitlements and any other benefit of which an Apple policy offers coverage or enhancement.</p>	<p>Apple's policies are subject to change with changing circumstances. This could mean increases in entitlements.</p>

LOG	REPRESENTATIVE	CLAIM	APPLE'S RESPONSE
LOCATION OF WORK			
313-321.	Christian Coronica (83) 19 August 2022	Clearer definition of "at work" due to the different roles employees perform and which rules apply	The NEA does not use the term "at work" other than in clause 8.4(g) relating to serious misconduct, which extends to any location of work by an Apple employee covered by the NEA.
314-322.	111 RAFFWU (Wages 15)	Work from home allowance of \$150 per fortnight where directed to work from home	There are additional tax benefits available to employees should they be directed to work from home. Any required purchases that could be reimbursed should be discussed with managers.
315-323.	131 RAFFWU (Job Security 5)	Rights for workers to access 10 days work from home per year	For Part A Employees, by nature of their role, they are required to work in the retail store location. This is not possible for Apple to commit to within the NEA. Should there be instances where Part A Employees can work from home, Apple's Flexible Working Policy will ensure that these employees can access this benefit.
CAREER PROGRESSION			
316-324.	RAFFWU (Other 4)	Dedicated career progression pathways and support, particularly for workers over 50 years of age	<p>We reiterate our response of 23 September that Apple provides on the job training, career experience and educational opportunities to help team members grow and advance professionally. Support for career development and growth starts on the first day at Apple. Apple has sufficient career progression and support for employees of all ages. This will not be included as a term of the NEA and will continue to be provided by way of policies. There are many ways to grow ourselves and our careers here at Apple, and we work as a team to build a roadmap to explore, plan, and support this future development.</p> <p>Career progression is a fundamental aspect of Apple's performance policies which managers continually ensure that appraisals are conducted.</p>
DIVERSITY AND EQUITY			
317-325.	RAFFWU (Other 5)	Merit selection of all appointments and application of clear quotas to employ women, ethnically diverse workers, First Nations Workers and older workers.	<p>We reiterate our response of 23 September, that this will not be included as a term of the NEA and will continue to be provided by way of policies and programs.</p> <p>Apple has a long-standing commitment to inclusion and diversity.</p> <p>We believe the Apple community should reflect the diverse, ever-evolving world we serve. To improve representation at every level, we're building inclusion into every step of the talent lifecycle, from recruiting and hiring, to developing and promoting the next generation of leaders.</p>
318-326.	RAFFWU (Other 6)	Fair allocation of work on an equitable basis- such as application of measurable targets	Apple ensures it fairly allocates work on an equitable basis. Since 2017, Apple has achieved and maintained gender pay equity for our employees worldwide. In addition to our pay equity commitment, our Inclusion and Diversity program supports growth, development, and engagement for team members of all backgrounds. Apple conducts an annual pay equity review, job assessments and compensation planning among other initiatives to ensure fair allocation of work and compensation. See our ESG Report provided on 1 October 2022.
319-327.	RAFFWU (Other 12)	Pay transparency for all workers and all classifications including by bands and by common metrics such as gender, and right to discuss wages and salary with others	We reiterate our response of 23 September that Apple achieved gender pay equity for our teams worldwide in 2017, and we're committed to continuing to provide equal pay and have diverse representation across Australia.
INTELLECUTAL PROPERTY			
320-328.	RAFFWU (Other 7)	All intellectual property rights to be owned by the worker except where the intellectual property is specifically and clearly generated on the paid work time of a worker	This is a matter for employment contracts and depends on the specific work the employee is conducting for Apple. It is not relevant to all employees and not appropriate as a minimum entitlement in the NEA.
DISPUTE RESOLUTION			
321-329.	RAFFWU (Other 14)	Full dispute arbitration provisions without limit on actions available to the arbitrator, comprehensive status quo provisions and to apply to any workplace dispute	We reiterate our response of 23 September 2022 that Apple has modelled its grievance procedure (or dispute resolution clause) off the model clause provided in the Fair Work Act. It is compliant with the approval requirements of an enterprise agreement and, in our view, does not favour either the employees or the employer. Apple's preference is to deal with matters internally without the need for FWC intervention in matters concerning the employment relationship.

Apple National Enterprise Agreement



We appreciate everyone's participation in the National Enterprise Agreement ballot, and respect the views from our employees on what's important to our teams. We continue to review your feedback and assess the areas of most interest to our teams, including topics such as rostering, wages, and how job roles are classified.

Gathering additional information and further feedback is important as we move forward together. Throughout December and January, we're holding listening sessions with our team members. At the end of January we'll share a summary on this site of what we hear.

We deeply value our team members in Australia. Your feedback is important to us, and we'll keep you updated.



Questions?

If you have any questions, email NEA2022@group.apple.com.

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The Source
QPromo

Connection

Accessibility
Inclusion & Diversity
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NEA Classification	Retail Job Level	Mean Salary (Annual)	Mean Hourly Rate
Retail Team Member Level 1			
	S2	56,670	28.68
	S3	65,779	33.29
Retail Team Member Level 2			
	S4	73,060	36.97
	S5	87,248	44.15

S2 includes the Specialist job and the lowest and maximum are the same for all jobs in this level

S3 includes the Creative, Expert, Genius Admin, and Ops Planner jobs and the lowest and maximum are the same for all jobs in this level

S4 includes the Genius and Pro jobs and the lowest and maximum are the same for all jobs in this level

S5 includes the Lead job and the lowest and maximum are the same for all jobs in this level

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NEA Classification	Retail Job Level	Lowest Salary (Annual)	Lowest Hourly Rate	Salary Range Maximum (Annual)	Salary Range Maximum (Hourly)
Retail Team Member Level 1	S2	48,410	24.50	████████	████████
	S3	57,000	28.85	████████	████████
Retail Team Member Level 2	S4	64,218	32.50	████████	████████
	S5	80,000	40.49	████████	████████

S2 includes the Specialist job and the lowest and maximum are the same for all jobs in this level

S3 includes the Creative, Expert, Genius Admin, and Ops Planner jobs and the lowest and maximum are the same for all jobs in this level

S4 includes the Genius and Pro jobs and the lowest and maximum are the same for all jobs in this level

S5 includes the Lead job and the lowest and maximum are the same for all jobs in this level

CONFIDENTIAL ANNEXURE 4

Title	Level 1	Level 2	Level 3
Business Expert	0	41	0
Business Pro	0	23	2
Creative	15	58	1
Creative Pro	0	53	4
Expert	4	87	1
Genius	1	362	4
Genius Admin	15	96	0
Lead	0	42	12
Lead Creative	0	0	1
Lead Genius	0	31	16
Operations Expert	1	49	8
Ops Specialist	212	22	0
People Ops Planner	0	24	0
Pro	0	40	1
Programming Expert	0	2	0
Specialist	995	51	0
Tech and Merch Pro	0	24	1
Technical Expert	51	198	0
Technical Specialist	399	16	0