

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/205

TITLE: Yennora and Minchinbury Distribution Centres Security Officers Agreement 2004

I.R.C. NO: IRC5/1601

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**NEW AGREEMENT OR
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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Woolworths Limited, who fall within the coverage of the Security Industry (State) Award.

PARTIES: Woolworths Limited -&- the Australian Liquor Hospitality & Miscellaneous Workers Union
Liquor & Hospitality Divison NSW Branch

YENNORA AND MINCHINBURY DISTRIBUTION CENTRES SECURITY OFFICERS AGREEMENT 2004

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1A. Parties

The parties to this agreement are Woolworths Limited and the Australian Liquor, Hospitality and the Miscellaneous Workers Union, NSW Branch.

2. No Further Claims

It is agreed by both parties that there will be no further claims for increases in wages or conditions of employment for the duration of the agreement.

3. Definitions

- (i) "Security Officer" - means:

An employee engaged to watch, guard or protect premises and/or property and an employee stationed at an entrance and/or exit whose principle duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform such as monitoring surveillance cameras and required security check on either employees or members of the public.

- (ii) "Senior Security Officer"

An employee engaged to carry out duties as per (i) of this clause when required and would also be responsible for the overall operations of the unit. The position is also responsible for the training of both contract staff and company employees.

- (iii) "Security Officer - Second in Charge"

An employee engaged to carry out duties as per (i) of this clause with the addition that in the event of the absence of the Senior Security Officer would then be responsible for the operation of the unit and would report to the Senior Security Officer.

- (iv) A weekly employee means a full-time employee or part-time employee.

- (v) Full time employee means an employee engaged to work an average of 36 ordinary hours per week, pursuant to clause 6, Hours.

- (vi) Part-Time employee means a weekly employee who works a regular roster of between 10 and 35 hours per week.

- (vii) A casual employee shall be any employee other than a weekly employee, engaged and paid on an hourly basis.

- (viii) Rostered Day Off means the day arising from the working of ordinary hours in a 9 day/2 week cycle.

- (ix) Union means "The Australian Liquor, Hospitality and Miscellaneous Workers Union."

- (x) Company means " Woolworths Limited"

4. Engagement, Payment and Termination

- (i) Engagement - An employee shall be employed as a full time, part-time or a casual employee.

- (ii) Part-time employees for each hour worked during ordinary time shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-six, with a minimum payment on any one shift of three hours.

(a) Ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for full time employees but shall not in any case be less than three hours work per day nor less than ten hours work per week nor more than 35 hours work per week.

(b) The provisions of this agreement with respect to sick leave, holidays, shift allowance and weekend penalties shall apply to part-time employees on a pro rata basis.

- (iii) Casual employees for each hour worked during ordinary time shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-six plus an additional loading of 20 per cent in lieu of entitlements to sick leave, annual leave, public holidays or other forms of leave (excluding long service leave) for all hours worked other than overtime with a minimum payment on any one shift of 3 hours.

Provided further that upon employment, a new casual employee may be engaged for a minimum of 2 hours for the first two engagements provided that these engagements shall be for the purpose of training only.

(iv) Probationary Period - Employees engaged without any previous service with the Company shall be engaged for a probationary period of 3 months and may have their services terminated at a moments notice during this period.

(v) Proof of Age - Upon the engagement of an employee, such employee if required to do so, must furnish to the Company a correct statement in writing, of their age certified to by statutory declaration or birth certificate. When an employee cannot prove age in the ordinary way, a passport, military or naval discharge or consular document shall be proof of age.

(vi) Time and Payment of Wages -

All wages shall be paid weekly via electronic funds transfer in arrears no later than 4 days after the end of the week in which the wages fell due. Any employee who is not paid on such day shall be paid overtime rates for all time subsequently worked until payment is made.

Where employment is terminated an employee shall be paid forthwith all ordinary wages due and shall be paid all overtime and other monies due within seven days of the date of the termination of employment.

(vii) Termination of Employment -

(a) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.

(b) In all other cases, employment may be terminated by the Company providing the following notice:

Period of continuous employment	Period of Notice
Less than 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice prescribed above employees who are terminated by the Company and who are over 45 years of age at the time of termination AND who have no less than 2 years continuous service shall be entitled to an additional weeks notice.

(c) Employment shall not be terminated, except for misconduct, while the employee is legitimately absent from duty on accrued sick leave.

(d) Termination Immediately Prior to a Public Holiday - Subject to subclause (i) of clause 17, Public Holidays, an employee, after more than two weeks' employment whose employment is terminated by the Company on the business day preceding a public holiday or holidays, other than for misconduct, shall be paid for such public holiday or holidays.

(e) Termination prior to Christmas - Notwithstanding the provisions of paragraph (d) an employee engaged on or after 1st December in any year whose employment finishes before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same Company is not entitled to payment for the Christmas holidays.

(f) Certificate of Service - An employee who has been employed for not less than one month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began and the date of termination. The statement shall be the property of the employee.

- (viii) Formal Counselling Procedure - Employee other than probationary employees will be subject to a formal counselling procedure before termination can take place.

The procedure being:

- (a) First Counselling - explaining reasons with a Union Delegate present if so requested by the employee.
 - (b) Second Counselling - explaining reasons with a Union Delegate present if so requested by the employee.
 - (c) Dismissal - explaining reasons with a Union Delegate present if so requested by the employee.
 - (d) Written details will be kept of all meetings.
 - (e) A copy of written details referred to in paragraph (d) of this subclause will be forwarded to the employee and the Secretary of the Union in respect of employees who are members of the Union.
 - (f) The Company will, if requested to by the employee and/or their representative, discuss the length of time, the Company regards the warning as being current for the purposes of the first and second steps of the procedure referred to above.
- (ix) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.

5. Flexibility of Work

- (i) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (ii) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- (iii) Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

6. Hours of Work

- (i) The ordinary working hours of Security Officers, shall be between 0600 hours and 1800 hours Monday to Sunday, shall not exceed an average of seventy-two in each roster period of fourteen consecutive days, and such hours shall be worked in not more than ten shifts in such roster period with not more than one shift in any period of twenty-four hours.
- (ii) The Company shall, by legible notice which shall bear the date when it is fixed, exhibit and keep exhibited in a place accessible to employees the current starting and finishing times for each employee for each day of the week. Such times, once notified, shall not be changed, without the payment of overtime, or by seven days' notice given in accordance with this subclause, provided that by agreement between the Company and employee less than seven days notice may be substituted in lieu thereof.
- (iii) Rostered Start Times:
 - (a) Any employee who fails to attend for their rostered shift start time may incur a penalty of the loss of 15 minutes or more in their wages. The imposing of this penalty will be at the discretion of the Senior Security Officer.
 - (b) If an employee fails to attend for their rostered shift start times more than 4 times in a calendar month and is subject to the penalty as in (a) then the employee will then become subject to clause 4 (viii) Counselling.

- (iv) All full-time and part-time employees shall be rostered their ordinary hours of work on any five days of the week, Monday to Sunday, on the following basis:
 - (a) At least once every two weeks an employee shall be granted two consecutive days off.
 - (b) There shall not be more than three long days in any week. A long day is defined as a day not exceeding twelve ordinary hours of work. Provided that by mutual agreement additional long days may apply.
 - (c) The maximum number of ordinary hours which may be worked on any one day shall be 12 hours with a minimum of four hours for full-time employees and three hours for part-time and casual employees.
 - (d) Ordinary hours shall be worked on not more than 5 days in each week, provided that ordinary hours may be worked on 6 days in one week if in the following week ordinary hours are worked on not more than 4 days.

There shall be not less than a 10 hour break between finishing work (including overtime) on one day or shift and the commencement of work on the next day or shift. If on the instructions of the Company such an employee resumes or continues to work without having such period off duty, the employee shall be paid at double ordinary time until released from duty for such period, and such employee shall then be entitled to be absent until the employee has had such period off duty, without the loss of pay for ordinary working time occurring during such absence.

This subclause shall not apply in respect to overtime worked on days when the employee is not rostered to work.

7. Shift Work

(i) Definitions:

"Night Shift"	means any shift finishing subsequent to midnight and at or before 0800.
"Afternoon Shift"	means any shift finishing after 1830 and at or before Midnight on any night.
"Early Morning Shift"	means any shift commencing at or after 0200 and before 0400.
"Morning Shift"	means any shift commencing at or after 0400 and before 0600.
"Night shift Non-rotating"	means any shift system in which night shifts are worked which do not rotate with another shift.

(ii) Shift Allowances:

- (a) The following additional allowances shall be paid to employees for work during the above defined shifts.

Morning Shift	10%
Early Morning Shift	15%
Afternoon Shift	17.5%
Night Shift, Rotating with Day or Afternoon Shifts	20%
Night Shift Non-rotating	30%

- (b) Saturday, Sunday and Public Holiday Work During Ordinary Hours:

- (1) Employees required to work ordinary hours on a Saturday and/or Sunday shall be paid a loading for all time so worked at the following rates:

Saturday work	60%
Sunday work	100%
Public Holiday Work	150%

(2) The allowances prescribed in this subclause shall be in substitution for and not cumulative upon the shift work allowances prescribed in subclause (ii) (a) of this clause.

(iii) Shift work allowances shall not be decreased by virtue of a shift worker's absence from work on account of a public holiday or if absent on annual leave, accrued sick leave and worker's compensation (except shift allowances prescribed in subclause (ii) (b) & (c) above, which shall not be paid for any absence), compassionate leave or jury service.

8. Wages and Allowances

Weekly adult employees - the minimum rate of pay shall be

	Full pay on or after 1/12/04	Full pay on or after 1/12/05	Full pay on or after 1/12/06
Senior Security Officer	\$747.03	\$769.44	\$792.52
Security Officer - Second in Charge	\$714.21	\$735.64	\$757.71
Security Officer	\$688.97	\$709.64	\$730.93

Allowances Table

Allowance	Current	1/12/04	1/12/05	1/12/06
First Aid CI 9(i)	\$12.44 pw or \$2.49 per shift	\$12.81 pw or \$2.56 per shift	\$13.19 pw or \$2.64 per shift	\$13.59 pw or \$2.72 per shift
Meal Allowance CI 21	\$10.17	\$10.48	\$10.79	\$11.1148
Travelling Allowance CI 24	\$0.53 per km	\$0.55 per km	\$0.55 per km	\$0.55 per km
Uniform Allowance CI 25	\$8.87 pw Full time \$2.93 pw P/T Cas	\$9.14 pw Full time \$3.02 pw P/T Cas	\$9.41 pw Full time \$3.11 pw P/T Cas	\$9.69 pw Full time \$3.20 pw P/T Cas

9. Additional Rates

(i) First Aid:

An employee who is a qualified first-aid assistant and is employed to carry out the duties of a qualified first-aid assistant shall be paid an allowance specified in Clause 8 Wages and Allowances.

(ii) Security Licence:

Where an employee is required to hold a licence pursuant to the provisions of the *Security (Protection) Industry Act 1997*, such employee shall have the cost of such licence reimbursed by the Company on completion of each twelve months service.

10. Rest Pauses

(i) First Rest Pause

Each employee who works more than four hours on any engagement shall be allowed a rest pause of 10 minutes. A rest pause shall be counted and paid for as time worked.

(ii) Second Rest Pause

When in excess of eight hours are worked, the employee shall be entitled to two rest pauses.

11. Meal Break

Meal breaks are counted and paid for as time worked. An employee who works more than six ordinary hours on any day must be allowed both a rest pause of ten minutes and a meal break of thirty minutes duration. The timing of which will be decided by the Company having regard to the needs of the business.

Where it is not practical to take a continuous meal break, such meal break is to be taken in one or more periods, in such manner as to not interfere with the continuous running of the establishment. The total duration of such periods shall not exceed thirty minutes in any one shift and such breaks should be taken at or near the workstation.

12. Miscellaneous Conditions

(i) First Aid Kit:

The Company shall provide a first aid kit outfit that shall be under the control of the owner or manager or other appointed person.

(ii) Lockers: Where practicable, the Company shall provide locker accommodation for each employee. Lockers, where provided shall be maintained in good working order.

(iii)

(a) Reference to Legislation:

Long Service Leave:

See *Long Service Leave Act 1955*.

Workers Compensation:

See *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998*.

(b) Reasonable access to legislative information by employees may be obtained through the local Human Resources departmental representative.

(iv) Supply of Material:

All materials necessary for employees to perform their work, shall be supplied by the Company. Where an employee carries out the duties at the outside entry/exit of an establishment where practicable proper shelter shall be provided to protect an employee from the weather.

(v) Torches:

Where an employee is required to carry a torch it shall be provided and maintained in working order by the Company. Employees shall be provided with replacement torch globes and batteries as required.

(vi) Where it is necessary for an employee to attend court on the Company's behalf in connection with any matter arising out of or in connection with the employee's duties the time so occupied shall count as time worked.

(vii) The Company undertakes to provide and maintain in working order a Refrigerator, Air Conditioner and Kettle.

(viii) The Company undertakes to provide Tea, Coffee, Sugar, Milk and Cups.

13. Mixed Functions

An employee engaged for at least six hours on any day or shift on duties carrying a higher rate than the employees ordinary classification group shall be paid the higher rate for such day or shift, provided that an employee engaged for less than four hours on any one day or shift shall be paid the higher rate for the time worked.

Any employee who is required to perform work temporarily for which a lower rate is paid shall not suffer any reduction in wages whilst so employed, provided that any work of less than one week's duration shall be deemed to be temporary.

14. Training

- (i) All security officers who during their employment are required to undertake an approved training course, nominated by the Company and as required by the provisions of the *Security (Protection) Industry Act 1997* (and regulations) or as required by the Company, shall have the cost of such training courses reimbursed by the Company. Provided that the undertaking of the training course is a requirement of the employee's current position.
- (ii) Reimbursable costs as referred to in subclause (i) herein shall include excess travelling expenses relating to the attendance at the said course.
- (iii)
 - (a) Employees shall be granted time off without loss of pay during ordinary hours.
 - (b) In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:
 - (1) The rostered shift should be altered so that the employee can attend during ordinary working hours, or
 - (2) For the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the Company, or
 - (3) The employee shall be paid for attending the course at ordinary rates without the addition of penalties. Provided that such attendance shall not form part of the employee's ordinary roster for the purpose of clause 6, Hours Of Work.

The employee may elect which is the preferred option from (1), (2) or (3) above, with the option to be applied to be finally determined by the Company having regards to the needs of the establishment.

15. Sick Leave

- (i) An employee who, subject to subclause (ii) of the clause, is unable to attend for duty during ordinary working hours by reason of personal illness or personal incapacity not due to the employee's own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance subject to the following:
 - (a) An employee shall not be entitled to paid leave of absences for any period in respect of which he is entitled to worker's compensation.
 - (b) The entitlement shall be 36 hours in the first year and 72 hours in the second and subsequent years of continued employment with the Company. Pro rata entitlements to apply to part-time employees.

Any period of paid sick leave allowed by the Company to an employee in any year of continued employment shall be deducted from accumulated sick leave. Any untaken sick leave shall accumulate under this agreement.

The payment for any absence on sick leave in accordance with this clause during the first three months of employment may be withheld by the Company until the employee completes such three months of employment at which time the payments shall be made.

- (ii) The granting of sick leave shall be subject to the following conditions and limitations:-
 - (a) The employee shall give reasonable notice to the Company, prior to the commencement of such absence of their inability to attend for duty and, as far as possible, state the nature of such illness or injury and the estimated duration of the absence.
 - (b) To be entitled to payment, the employee shall provide the Company with a medical certificate when absent for:-
 - (1) more than 2 single days in any anniversary year
 - (2) 2 consecutive days or more

The Company may require satisfactory proof of illness for any absence on sick leave which is continuous with other forms of leave.
 - (c) For the purpose of this clause as it relates to part time employees, the number of hours the employee would have worked on the day on which the employee was absent, had the employee not been sick.
 - (d) Where an employee does not give reasonable notice to the Company of their inability to attend for duty prior to the commencement of the shift, the employee shall not be entitled to payment for that shift, provided however in the cases of accident or incapacity to notify, to receive payment for the above. This paragraph will be subject to the discretion of Loss Prevention Management in discussion with the Senior Security Officer.
- (iii) For the purpose of this clause continuous service shall be deemed not to have been broken by:-
 - (a) Any absence from work on leave granted by the Company; or
 - (b) Any absence from work by reason of personal illness, injury or other reasonable cause, proof of which shall be supplied by the employee.
- (iv) For the purpose of this clause the word "year" shall mean a period of twelve months commencing on the day on which the employment commenced.

16. Compassionate Leave

An employee shall on the death of a wife, husband, father, mother, stepfather, stepmother, parent-in-law, grandparent, child, stepchild, grandchild, brother, sister, be entitled on notice to leave up to and including the day of the funeral of such relative and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work. Proof of such death be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral the employee shall be entitled to one day only, unless the employee can demonstrate to the Company that additional time up to a period of three days is justified. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purpose of this clause the words wife or husband shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto "wife" or "husband" as the case may be.

17. Public Holidays

- (i) The days observed as New Years day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the state, provided that any proclaimed as a holiday for the state for a special purpose but observed throughout the state on different days also shall be a holiday.
- (ii) Every employee will be required to complete their rostered shift unless by mutual agreement with the Company they may then be released from the said rostered shift.
- (iii) Where a public holiday occurs on a day not rostered to work of a seven-day shift worker (as defined), then if such an employee is not required to work on that day the employer shall pay such employee twelve hours ordinary pay in respect of such day; provided further that the employer may, in lieu of the payment of twelve hours ordinary pay prescribed in this subclause, add a day to the annual leave entitlement of the employee concerned. Any day or days added to an employee's entitlement to annual leave in accordance with this subclause shall be the working day or working days immediately following the annual leave period which the employee is entitled to under Clause 18, Annual Leave.

Where the employment of a seven-day shift worker has been terminated and such employee thereby becomes entitled under Section 4 of the Annual Holidays Act 1944 New South Wales, to payment in lieu of an annual holiday, with respect to a period of employment, the employee shall be entitled also to an additional payment for each day accrued under this subclause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with the provisions of this subclause.

- (iv) Provided that any employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday or holidays shall be paid for such holidays as if the roster had not been changed.
- (v) An employee absent without leave on the day before or the day after a holiday shall be liable to forfeit wages for the day of the absence as well as for the holiday except where the Company is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday, provided that an employee absent on one day only either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence.
- (vi) All rostered ordinary hours worked on any of the holidays prescribed in subclause (i) hereof shall be paid for at the rate of double time and one half with a minimum payment of three hours.
- (vii) In addition to the holiday prescribed in subclause (i) of this clause, weekly employees shall be entitled to an additional holiday without loss of pay, and this day shall be known as the picnic day, on the first Monday of August in any year.
- (viii) Where the Company remains open and an employee volunteers to work on the picnic day, such employee shall then be given another day off without loss of pay or an additional day's pay at ordinary hourly rates. Such alternate day shall be given and taken on a day which is mutually agreed between the Company and the employee.
- (ix) Provided that in no circumstances shall an employee forfeit entitlement to an additional holiday and should such extenuating circumstances where the day is not taken as prescribed above it must be given and taken on a day without loss of pay and taken at a mutually acceptable time.
- (x) Provided further that where an employee's employment is terminated prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.
- (xi) Provided further that employees on annual leave or long service leave on the day referred to in this subclause. A lieu day will be granted and may be taken at a mutually acceptable time.
- (xii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of the employee's working hours fall on the holiday, in which case the time worked shall be regarded as holiday work.

- (xiii) Provided that if ordinary time worked is equally split between a non public holiday and a public holiday AND the shift commenced on a non public holiday then payment shall be made in accordance with hours worked i.e. half ordinary time and half ordinary time plus public holiday penalty. If however commencement of the shift occurred on a public holiday then payment shall also be made in accordance with hours worked and there is no entitlement to payment of public holiday penalty rates for the entire shift.

18. Annual Leave

The following shall apply only to weekly employees:

- (i) See *Annual holidays Act 1944*.
- (ii) Seven Day Shift Workers:-

In addition to the benefits provided by the *Annual Holiday's Act 1944* with regard to an annual holiday of four weeks, a seven day shift worker at the end of each year of employment shall be entitled to the additional leave as prescribed below:

If during the said year of employment the employee has served continuously as a seven day shift worker, the additional leave with respect to that year shall be one week.

- (iii) For the purpose of this clause a seven day shift worker means an employee whose ordinary working hours includes shift work on Sundays and/or holidays on which the employee may be regularly rostered for work.

19. Annual Holiday Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes annual holiday, or where by agreement between the Company and employee the annual holiday is given and taken in more than one separate period, then before each of such period(s), the Company shall pay a loading in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday under the Act (but excluding days added to compensate for public or special holidays falling on an employee's rostered day off) where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vi) as to holidays taken wholly or partly in advance).
- (v) An employee at the time of commencing annual leave, in accordance with the said Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable of 17.5% or 25% (based on commencement date - prior to 3/3/1999 is entitled to 25%), calculated on the ordinary weekly rate of pay and shall include any shift allowances but shall not include commissions, bonuses, incentive payments, overtime rates or any other allowances or payments prescribed by this agreement.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of the clause applying the rates of wages payable on that day.
- (vii)

- (a) When the employment of an employee is terminated by the Company for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday due, the employee shall be paid a loading calculated in accordance with subclause (v) for the period not taken.
- (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of employment.

20. Overtime

- (i) An employee shall be paid overtime for all work as follows in excess of:
 - (a) 36 hours per week, or
 - (b) an average of 36 hours per week in accordance with clause 6, Hours, of this agreement.
 - (c) 5 days per week (or 6 days or 4 days pursuant to clause 6, Hours subclause (iv), paragraph (d).
 - (d) In excess of twelve hours on any one day. Provided that on three days per week up to twelve hours may be worked without the payment of overtime. By mutual agreement additional days of twelve hours may be worked without the payment of overtime.
 - (e) 30 hours per week for a part-time employee, where that work is not done on a regular basis.
 - (f) Before an employee's regular commencing time on any one day.
 - (g) After the prescribed ceasing time on any one day.
 - (h) Outside the ordinary hours of work.
- (ii) An employee who works on their days off or part time employees who work on any day on which they would not normally work shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter (with the exception of Saturdays, Sundays and public holidays when the applicable rates are as detailed in paragraph (iv) below are then payable) with a minimum payment of four hours at the overtime rate.

If an employee so chooses in lieu of the payment of overtime for working on their rostered day off they be granted a day in lieu which may be taken without loss of pay at a time which is mutually acceptable to the employee and the Company. Where an employee does not attend for rostered duty with the required notice, the employee on shift agrees to stay at their post to allow the employer to arrange for suitable relief.

- (iii) An employee will be required to work all rostered overtime unless by mutual agreement with the Company they may be released from completing said overtime.
- (iv) Overtime Rates:
 - (a) Monday - Friday: Time and one half for the first 2 hours and then double time thereafter.
 - (b) Saturday: Time plus 60% for the first 2 hours and then double time thereafter.
 - (c) Sunday: Double time for all overtime worked.
 - (d) Public Holidays: Double time and a half for all overtime worked.

21. Meal Allowances

An employee required to work overtime, before or after their rostered shift, without the employee being notified at least 12 hours prior of the requirement to work overtime and works more than 1 hour overtime, an

allowance specified in Clause 8 Wages and Allowances shall be paid and thereafter at each 6 hourly interval until released from duty.

22. Call Back

A Security Officer required to attend the Company's premises for any reason other than carrying out rostered duties after leaving the place of employment (whether notified before or after leaving the place of employment) shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. Provided where an employee is called back, the employee is required to complete the minimum 4 hours work.

Provided that this clause shall not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Provided further that a Security Officer shall be given at least twelve hours off duty excluding travelling time in excess of thirty minutes and a meal break of thirty minutes, before the employee is required to resume ordinary hours. If a Security Officer is requested to resume duty before twelve hours rest is given the employee shall be paid at overtime rates until relieved from duty.

23. Jury Service

An employee shall be allowed leave of absence during any period when attending for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's agreement rate of pay as if working.

An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

24. Travelling Time, Expenses, Allowances Etc

- (i) If an employee temporarily is transferred from one branch to another the employee shall be allowed any extra costs of travelling and shall be paid at ordinary rates for any excess time occupied in travelling.
- (ii) An employee required to use their own vehicle shall be paid the allowance as specified in Clause 8.

25. Uniforms

Where an employee wears a uniform, the same shall be provided by the Company and shall be laundered by the Company at the Company's expense. Provided that, where by mutual agreement the laundering is done by the employee or the Company having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid the allowances of a full-time employee as specified in Clause 8.

26. Dispute Settling Procedure

Procedures relating to dispute and grievances of employee(s)

- (i) The employee is required to notify the Senior Security Officer as to the substance of the grievance and if unable to resolve the grievance request the Senior Security Officer to arrange a meeting with the Loss Prevention Manager for discussions and state the remedies sought. This meeting shall take place within 24 hours of the issue arising.
- (ii) If agreement is not reached between the employee and the Loss Prevention Manager, the matter should then be referred by the Loss Prevention Manager to the National Loss Prevention Manager who will meet with the employee as soon as practicable in an attempt to resolve the matter.
- (iii) If the matter has not been resolved a further meeting may be called with Management, employee and Union Area Organiser in an attempt to resolve the grievance without unreasonable delay.

During the procedures outlined in Clauses 26 (i), (ii), (iii) an employee may request the involvement of the union delegate.

Whilst the procedure outlined in paragraphs i, ii and iii of this sub-clause is being followed work as directed will continue.

The Company may be represented by an industrial organisation of employers for the purpose of clause (ii) and (iii) and the employee may be represented by an industrial organisation of employees for the purpose of clause (i), (ii) and (iii).

If the matter still cannot be resolved, the matter may be referred by either party to the New South Wales Industrial Relations Commission.

27. Introduction of Change

- (i) Where the Company is intending to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees and the union who may be affected by the proposed changes.
- (ii) "Significant effects" include termination of employment, major changes in composition, operation or size of the Company's work force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award provisions for alterations of any other matter referred to herein.
- (iii) The Company shall discuss with the employees affected and the union, the introduction of the changes referred to in subclause (i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees and/or the union in relation to the changes.
- (iv) The discussions shall commence as early as practicable after the Company has advised that they are intending to make the changes referred to in subclause (i) hereof.
- (v) For the purpose of such discussion, the Company shall provide to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.
- (vi) The Company shall give preference of employment to those employees affected by the introduction of changes. Said employees may apply for any position that may be within their capabilities.
- (vii) The Company will consult with the individual guards should any transfer between sites be required. Transfer will not take place without the agreement of the individual.

28. Redundancy

As per the provisions applicable to the majority of employees on site, in the absence of any such agreement the New South Wales Redundancy standard will apply.

29. Parental Leave

Applicable New South Wales Legislation shall apply for the provision of Parental Leave.

30. Carers Leave

- (i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 15, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) The employee being responsible for the care of the person concerned; and
 - (2) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child, parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph;
 - 1. "relative" means a person related by blood, marriage or affinity-;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (f) An employee shall, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (ii) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (iii) Annual Leave

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (iv) of clause 15, Overtime, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.
- (vi) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (a) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

31. Attendance at Repatriation Centres

- (i) Employees being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; provided that:
 - (a) such lost time does not exceed four hours on each occasion and there is a limit of 4 occasions per annum per employee;
 - (b) payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit;
 - (c) the employee produces satisfactory evidence to their employer that the employee is so required to and subsequently does attend a repatriation centre.
- (ii) Entitlements under this clause do not extend to an employee on a rostered day off.

32. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities of carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*;
 - (d) a party of this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Note:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion"

33. Area, Incidence and Duration

The Agreement shall take effect on or from the beginning of the first pay period to commence on 1 December 2004, with payment being made after the ratification of this agreement by the NSW Industrial Relations Commission and shall remain in force until 1 December 2007. This agreement covers Security Officers employed by Woolworths Limited who are classified under this agreement at the Company's Distribution Centres of Yennora and Minchinbury.

Agreed and Signed for and on behalf of Woolworths Limited

Signature

Nick Ginman
National Loss Prevention Manager

Witness: Witness Signature : Date: 24 March 2005

Agreed and Signed for and on behalf of the Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch

Signature

Name Date: 9 March 2005

Australian Liquor, Hospitality and Miscellaneous Workers Union, NSW Branch

Witness: Witness Signature: Date: 9 March 2005