

**REGISTER OF
ENTERPRISE AGREEMENTS**

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Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO: EA98/15

TITLE: Woolworths Homebush Fresh Produce Distribution Centre Enterprise Agreement 1997

I.R.C. NO: 97/6499

DATE APPROVED/COMMENCEMENT: 1 October 1997

TERM: Expires 1 October 1999

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 88/94

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Storepersons employed at Woolworths Fresh Produce Distribution Centre, Homebush 2140

PARTIES: Woolworths Limited -&- National Union of Workers, New South Wales Branch

Under the Original

**WOOLWORTHS HOMEBUSH FRESH PRODUCE DISTRIBUTION CENTRE
ENTERPRISE AGREEMENT 1997**



1. PARTIES BOUND

The parties bound by this agreement are Woolworths Limited ("the Employer"), and the National Union of Workers', New South Wales Branch ("the Union") representing the employees employed by the Employer as Storepersons at the Woolworths Fresh Produce Distribution Centre, Homebush.

2. TITLE OF THIS AGREEMENT

This agreement shall be known as the: "Woolworths Homebush Fresh Produce Distribution Centre Agreement 1997".

3. CONDITIONS OF EMPLOYMENT

Conditions of employment contained in this agreement apply to employees employed by the Employer at the Woolworths Fresh Produce Distribution Centre in place of those conditions in the Storemen and Packers General (State) Award, all other conditions refer to the Storemen and Packers General (State) Award.

4. PERIOD OF OPERATION

This agreement shall remain in force until 1 October 1999.

5. NO FURTHER CLAIMS

It is agreed by both parties that there will be no further claims for the duration of the agreement unless in accordance with the State Wage Case.

6. WAGES

(i) The wage rates contained in this Clause are total weekly rates of pay, inclusive of the basic wage.

(ii)	Full-time Employees - Classification	Rate of pay per week
	Grade 1 Order Assembler	\$537.68
	Grade 2 Forklift Drivers	\$560.92

(iii) Wage Adjustment

Definitions

"The Company" means Woolworths Limited.

"The relevant employees" means all full time storepersons employed by the Company at its Distribution Centre at Homebush who are, or are eligible to be, members of the National Union of Workers', New South Wales Branch.



Wage Increase

After 12 months from the date of this agreement, pay rates will increase in line with Yennora pay rates as follows:

Grade 1 Order Assembler (Homebush) shall get the same dollar increase as Yennora Grade 4.

Grade 2 Forklift Driver (Homebush) shall receive the same % increase as Grade 1 Homebush Order Assembler

(iv) **Leading Hand:**

in charge of one to five employees - in addition to the above rates, according to the classification. \$14.94 per week

in charge of six to ten employees - in addition to the above rates, according to the classification. \$22.44 per week

in charge of eleven to fifteen employees - in addition to the above rates, according to the classification. \$30.72 per week

in charge of more than fifteen employees - in addition to the above rates, according to the classification. \$38.52 per week

(v) **Casual Hands** - Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus fifteen per centum calculated to the nearest half cent with a minimum payment on any day of four hours. (Notation - The NSW Annual Holidays Act provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave).

(vi) **Single Employees** - where an employee is in charge of a bulk store, i.e. where there is no other person located in the same or adjoining premises to whom such employee is responsible, then such an employee shall be paid a margin of not less than \$9.90 per week in addition to the ordinary rate of pay.

7. SHIFT WORKERS

(i) **Definitions for the purposes of this clause:**

"Early Morning Shift" means any shift commencing at or after 4:00am and before 6.00am.

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

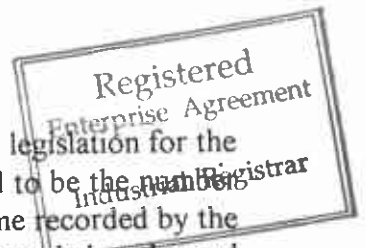
"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

- (ii) Hours - The ordinary working hours of shift workers shall be an average of thirty-eight per week, Monday to Sunday. Such ordinary hours shall not exceed -
- (1) eight in one day, nor
 - (2) forty-eight in any one week, nor
 - (3) eighty-eight in any fourteen consecutive days, nor
 - (4) one hundred and twenty-eight hours in any twenty-one consecutive days.
- (iii) Hours - General - The ordinary working hours of shift workers shall be worked at such times as the employer may require, provided that:-
- (a) except the regular changeover of shifts, an employee shall not be required to work more than one shift in any twenty-four hours;
 - (b) fifteen minutes shall be allowed to shift workers each shift for a paid rest pause which shall be counted as time worked;
 - (c) the ordinary working hours of any shift shall be worked continuous except for meal breaks to be taken at such times as the employer may direct;
 - (d) no employee shall be required to work for more than five consecutive hours without a meal break.
- (iv) Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- (v) Variations of Roster - The method of working shifts may in any case be varied by agreement between the Employer and the Union to suit the circumstances of the establishment. The time of commencing and finishing shifts once have been determined may be varied by agreement between the Employer and the Union to suit the circumstance of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employees.
- (vi) Early Morning Shift Allowances - A Shift Worker, while on early morning shift, shall be paid for such a penalty payment of twelve and a half per cent on addition to the ordinary rate of pay.
- (vii) Afternoon or Night Shift Allowances -
- (a) A Shift worker whilst on afternoon or night shift shall be paid for such shift 15 per cent more than the ordinary rate.
 - (b) An employee who -





- (1) during a period of engagement on shift, works night shift only;
or
 - (2) remains on night shift for a longer period than four consecutive weeks, or
 - (3) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of working time off night shift in each shift cycle; shall during such engagement period or cycle be paid 30 per cent more than the ordinary rate for all time worked during ordinary working hours on such night shift.
- (viii) Saturday Shifts - The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be 50 per cent in addition to the ordinary rate of pay. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (vi) and (vii) of this clause.
- (ix) Overtime - Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this agreement or on a shift other than a rostered shift shall be paid at the rate of time and one-half for the first two hours and double time thereafter, except in each case when the time is worked.
- (x) Requirements to work Reasonable Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- (xi) Sunday and Holidays - Employees on a rostered ordinary hours on a Sunday or holiday shall be paid as follows:-
- (a) Sunday - a 100 per cent in addition to the ordinary rate of pay. Such extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (vi) and (vii) of this clause.
 - (b) Holidays as prescribed by clause 24, Holidays, of the award, at the rate of 150 per cent in addition to the ordinary rate of pay. Such extra rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses (vi), (vii) and (viii) of this clause. Except all ordinary hours worked on Christmas Day and Good Friday shall be paid for at the rate of 200 per cent in addition to the ordinary rate of pay.
- (xii) Daylight Saving - Notwithstanding anything contained elsewhere in this agreement, in any area where by reason of the legislation of a state summer time is prescribed as being in advance of the standard time of the state the length of any shift -
- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and



- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period, shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this subclause the expression "standard time" and "summer time" shall be the same meaning as are prescribed by the relevant State legislation.

- (xiii) Clause 16, Overtime; 14, Meal Hours; and subclause (i) of clause 13. Hours, of the Storemen and Packers General (State) Award shall not apply to shift workers.
- (xiv) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day. That the employee has not has at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double time until released from duty for such a ten hour period.

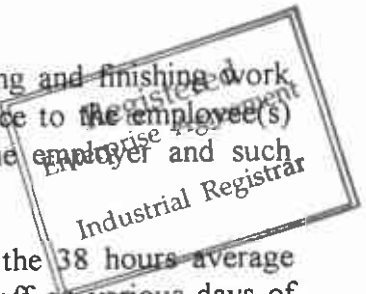
The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:-

- (a) for the purpose of changing shift roster; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

8. HOURS - DAY WORKERS

- (i) The ordinary working hours, exclusive of meal times, shall average 38 hours per week, Monday to Sunday worked as detailed below. The number of shifts per week will not exceed five, Monday to Sunday, inclusive. The shifts shall be worked consecutively, unless by mutual agreement.
 - (a) The hours to be worked will be between the span of hours, 6.00am to 6.00pm.

- (b) Once having been fixed the time for commencing and finishing work shall not be altered without at least 7 days notice to the employee(s) concerned or by mutual agreement between the employer and such employee(s).
- (ii) Except as provided in subclauses (iv) and (v) below, the 38 hours average week may be implemented by rostering the employees off on various days of the week during a particular work cycle so that each employee has one day off during that cycle.
- (iii) The method of working 38 hour average week shall be at the discretion of the employer who shall nominate which method prescribed in subclause (ii) of this clause shall apply, provided that the employer shall not subsequently alter the method of implementation without advising the employee subject to the alteration at least 7 days in advance of the date on which the altered method of implementation is to take effect.
- (iv) Subject to the provisions of subclause (i) of this clause and (ii) and (iii) of clause 7, Shift Workers, should the employer and the majority of employees in any establishment agree, the ordinary working hours may exceed 8 on any day, to enable a week day off to be taken more frequently than would otherwise apply.
- (v) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the warehouse concerned.
- (vi) Except as provided in subclause (vii) hereof, in cases where an employee in accordance with subclause (ii) hereof, is entitled to a day off during the work cycle such employee shall be advised by the employer at least 4 weeks in advance of the week day the employee is to take off.
- (vii) (a) An employer with the agreement of the employee(s) in any establishment, may substitute the day an employee is to take off in accordance with subclause (ii) hereof, for another day in the case of a breakdown in machinery, a failure or shortage of electric power to meet the requirements of the business in the event of rush orders or some other emergency situation.
- (b) An employee who is required by the employer to work on the scheduled day off in circumstances other than those in paragraph (a) of this subclause shall be paid overtime rates or be granted an alternative day off. Such choice shall be at the option of the employee.
- (c) An individual employee, with the agreement of the employer, may substitute the day the employee is to take off for another day.
- (d) An employer may hold up to a maximum of 5 days accrued in accordance with subclause (ii) hereof.



The accrued days are to be taken at a time mutually agreed between the employer and the employee.



(viii) Saturday Work

All ordinary hours worked on a Saturday shall be paid at the rate of ~~the rate of Registrar~~ one half of the ordinary rate of pay.

(ix) Sunday Work

All ordinary hours worked on a Sunday shall be paid at the rate of double time of the ordinary rate of pay.

(x) Holidays

All ordinary hours worked on a public holiday shall be paid at the rate of double time and one half of the ordinary rate of pay.

Expect all ordinary hours worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.

(xi) Meal Breaks and Rest Pause

(a) Day work employees shall be entitled to fifteen minutes as a paid rest pause and

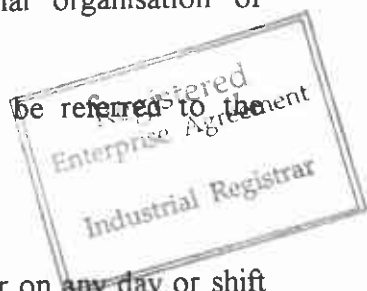
(b) No employee shall be required to work for more than five consecutive hours without a meal break.

9. SETTLEMENT OF DISPUTES AND GRIEVANCES

Procedures relating to disputes & grievances of employee(s):-

- (i) The employee is required to notify the Shift Supervisor as to the substance of the grievance, request a meeting with the Shift Supervisor for discussions and state the remedies sought.
- (ii) If agreement is not reached between the employee and the Shift Supervisor, the matter shall then be referred to the Shift Manager. The Shift Manager will meet with the employee and the union delegate, if requested by the employee.
- (iii) If agreement is not reached between the employee and the Shift Manager, the matter shall then be referred to the Warehouse Manager. At this stage the employee may involve the area union organiser.
- (iv) The Warehouse Manager must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) Whilst a procedure outlined in paragraphs (i), (ii), (iii) and (iv) of this subclause are being followed, normal work must continue.

- (vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of step (iv) of the procedure.
- (vii) If the matter still can not be resolved, the matter may be referred to the Industrial Relations Commission of New South Wales.



10. MEAL ALLOWANCE

- (a) An employee who works overtime for more than one hour on any day or shift before the fixed starting time or after the fixed ceasing time shall be paid \$7.40 as a meal allowance unless notified on the previous day of the intention to work such overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid the amount of \$7.40.
- (b) This meal allowance shall be paid by EFT and included with the payment of weekly wages, as an after tax payment.
- (c) Should an employee undertake to work overtime nominated by the Company then fail to work the full period of overtime they shall forfeit the right to payment for the meal allowance.

11. PERSONAL/CARERS LEAVE

11.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a 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 23, 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:
 - (d) the employee being responsible for the care of the person concerned; and
 - (e) 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 and 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;
- (D) 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, wherever 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.

11.2 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 26.1 who is ill.

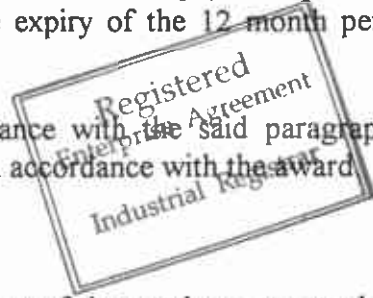
11.3 Annual Leave

- (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.

11.4 Time Off in Lieu of Payment for Overtime

- (a) 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.

- (b) 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.
- (c) 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.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.



11.5 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 which would have been applicable to the hours taken off.

11.6 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.

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.

This agreement has not been entered into under duress.



THE COMMON SEAL of)
 WOOLWORTHS LIMITED)
 was affixed by)
 authority of its Board of)
 Directors in the presence of:)

RKS
 Signature of Authorised Person

R J Clairs
 Signature of Authorised Person

Company Secretary

Group Managing Director

Office held
R K S Jeffs

Office held
R J Clairs

Name of Authorised Person (Print Name)

Name of Authorised Person (Print Name)

Signed for and on behalf of the employees by the National Union of Workers', New South Wales Branch.

Signature

Frank Bean

Name and occupation

FRANK BEAN - STATE SECRETARY

Witness

[Signature]

Date

3 October 1997.