

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/345

TITLE: Woolworths Homebush Fresh Produce Distribution Centre Agreement 2001

I.R.C. NO: 2001/7314

DATE APPROVED/COMMENCEMENT: 20 November 2001

TERM: 23 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 8 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by the Employer as Storepersons at the Woolworths Fresh Produce Distribution Centre, Homebush.

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

WOOLWORTHS HOMEBUSH FRESH PRODUCE DISTRIBUTION CENTRE

ENTERPRISE AGREEMENT 2001

1. PARTIES BOUND

The parties to 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 2001".

3. APPLICATION OF THE AGREEMENT

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 of employment are to be covered by the Storemen and Packers General (State) Award as varied from time to time.

This Agreement terminates and replaces the Woolworths Homebush Fresh Produce Distribution Centre Enterprise Agreement 1999.

This agreement has not been entered into under duress.

4. PERIOD OF OPERATION

This agreement shall commence on the date of approval of the Agreement by the Industrial Relations Commission of NSW. The agreement shall expire on 1 October 2003.

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 per Week	Rate of pay per week	Rate of pay per week
	Current	1 st pay period after approval of Agreement by IRC	1 st pay period 12 months after approval of Agreement by IRC
Grade 1 Order Assembler	602.21	626.30	650.39
Grade 2 Forklift Drivers	628.24	653.37	678.50

(iii) Wage Adjustment

After 12 months from the date of commencement of this agreement, pay rates will increase as set out in clause 6.(ii) above.

(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 Agreement are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave). Where practicable casual employees shall be offered only one period of continuous employment per year.

(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 shift shall be paid for such shift 15 per cent more than the ordinary rate.
 - (b) A Shift worker whilst on night shift shall be paid for such shift 30 per cent more than the ordinary rate.
- (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 *Storeman and Packers - General (State) 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 had 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.

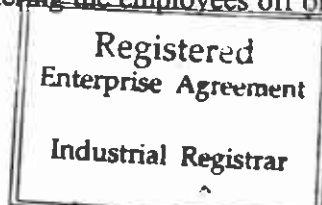
If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double time until released from duty for such a ten hour period.

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.
 - (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 time and 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.

Except 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

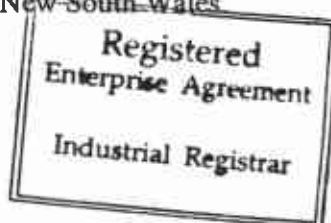
(b) No employee shall be required to work for more than five consecutive hours without a meal break.

(c) Shift work employees shall be entitled to twenty minutes as a paid 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



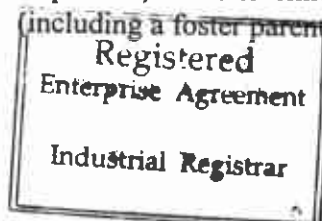
10. MEAL ALLOWANCE

- (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 \$7.90 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 \$7.90.
- (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 Employer 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 26, Sick Leave, of the *Storeman and Packers - General (State) Award*, 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:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) 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
 - (3) 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; or

- (4) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
- (5) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (d) 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 11.1 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 Agreement or the *Storeman and Packers - General (State) 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 clause 7 of this Agreement (Shift workers) or the *Storeman and Packers - General (State) Award* (Day workers).

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 this Agreement, 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, by mutual agreement with employer and employee, to take a rostered day off at any time.
- (b) An employee may elect, by mutual agreement with employer and employee, to take rostered days off in part day amounts.
- (c) An employee may elect, by mutual agreement with employer and employee 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 the union of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.



12 **SICK LEAVE**

- (a) Employees under this agreement shall in any year of employment, be allowed three separate single days absence on account of personal illness or injury without production of proof of such illness or injury.
- (b) All other conditions relating to sick leave are contained in the *Storeman and Packers - General (State) Award*.

13 **BEREAVEMENT LEAVE**

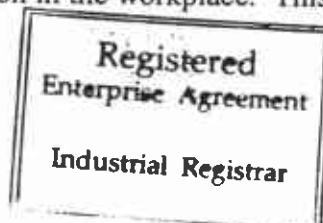
- (a) An employee on the death of a person prescribed in subclause 11.1(c) will be entitled on notice to leave including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. In the case of attendance of a funeral of such relation outside Australia, such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in five ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of their employer, if so requested, together with proof of attendance in the case of a funeral outside Australia.
- (b) 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 they can demonstrate to their employer that additional time up to a period of three days was justified.
- (c) Provided 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.
- (d) For the purpose of this clause, the word spouse shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.
- (e) Entitlements under this clause do not extend to an employee on their rostered day off.

14 **UNION DELEGATES**

Where an employee is elected as a Union Delegate by their fellow employees and the Union notifies the employer, the Union Delegate shall be allowed by the employer such time as is necessary to interview the employer or its representatives on matters affecting the employees represented.

15 **ANTI-DISCRIMINATION**

- (a) It is the intention of the parties bound by this Agreement 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 responsibility as a carer.

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement 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 Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (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".



Signed for on behalf of Woolworths Limited

Joseph Saad
Signature of Authorised Person

Joseph Saad
Name of Authorised Person (Print Name)

6/11/2001
Date

A. Belan
Signature of Witness

Shanna Belan
Name of Witness

6-11-01
Date

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

Signature

Derrick Belan

Name and occupation

STATE SECRETARY

Witness

ibon

Date

6-11-01.

