



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Woolworths Limited T/A BWS
(AG2012/11785)

WOOLWORTHS LIQUOR AGREEMENT 2012

Retail industry

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT

SYDNEY, 25 OCTOBER 2012

Application for approval of the Woolworths Liquor Agreement 2012.

[1] An application has been made for the approval of an enterprise agreement known as the *Woolworths Liquor Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 that are relevant to this application for approval have been met.

[3] It is noted that the Agreement does not contain a flexibility term that complies with s.203 of the Act. In accordance with s.202(4), the Agreement shall be taken to include all of the provisions of the model flexibility term set out in Schedule 2.2 of the *Fair Work Regulations 2009*.

[4] The Shop, Distributive and Allied Employees Association, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 November 2012. The nominal expiry date of the Agreement is 30 June 2013.



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Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.



WOOLWORTHS LIQUOR AGREEMENT

2012

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1: APPLICATION AND OPERATION OF THE AGREEMENT

1.1 TITLE

1.1.1 This Agreement shall be referred to as the Woolworths Liquor Agreement 2012.

1.2 APPLICATION AND PARTIES BOUND

1.2.1 Application - This Agreement shall apply in all States and Territories of Australia.

- (a) The Company – This Agreement shall be binding upon Woolworths Limited, (1 Woolworths Way Bella Vista NSW 2153) and Woolworths South Australia Pty Ltd (599 Main North Road, Gepps Cross, South Australia 5094) in respect of employees in the classifications specified in this Agreement who are employed in a Woolworths Liquor department and any employees employed in a store trading as BWS that was a Woolworths Liquor department as at 1 July 2012.
- (b) This Agreement shall not apply to employees in salaried positions, including but not limited to: Team Managers, Team Support, Duty Managers, Assistant Managers and Store Managers.
- (c) For the avoidance of doubt, this Agreement shall not apply to employees engaged in stores trading as Thomas Dux.
- (d) To the extent that Woolworths Limited is already bound by an existing workplace agreement made under the Workplace Relations Act 1996 (as in force prior to the amendments made by the Fair Work Act 2009) in respect of any employee who would otherwise be covered by this Agreement, then this Agreement will not cover or apply to, or in respect of, that employee until the beginning of the day immediately after the nominal expiry date of the relevant existing workplace agreement.

1.2.2 The Union - This Agreement shall be binding upon:

- (a) The Shop, Distributive & Allied Employees' Association (6th Floor, 53 Queen Street Melbourne Victoria, 3000) in respect of employees covered by this Agreement and engaged outside the area specified in clause 1.2.2 (b), the Shop Distributive and Allied Employees Association will be regarded as the "Union" where the term is used in this Agreement and

1.3 DATE OF OPERATION AND TERM OF AGREEMENT

- 1.3.1** This Agreement shall take effect and have the force of law from seven days after it is approved by Fair Work Australia and will remain in force until 30 June 2013.

1.4 AWARD RELATIONSHIP

- 1.4.1** This Agreement comprehensively regulates the terms and conditions of employment of employees to whom it applies and operates to the exclusion of any other industrial agreements, award or notional agreements preserving State awards, including in respect of any protected award conditions which may otherwise apply in respect of employees engaged under this Agreement.

1.5 NO FURTHER CLAIMS

- 1.5.1** It is a term of this Agreement that the Company, Employees and the Union undertake not to pursue any further claims, Award or over Award during the life of this Agreement.

1.6 DEFINITIONS

DEFINITIONS

1.6.1 Weekly Employee

Means a full-time or part-time employee.

1.6.2 Full-time Employee

Means an employee engaged to work 152 hours in any 4 week cycle, pursuant to Part 4: "Hours of Work, Rostering, Penalties and Overtime".

1.6.3. Part-time Employee

Means a weekly employee who shall be rostered for a minimum of 40 hours and a maximum average 144 hours in any 4 week cycle.

1.6.4 Casual Employee

Means an employee who is engaged as a casual employee on an hourly basis and who is paid as such.

1.6.5 Apprentice Baker or Butcher

Means a person who is apprenticed to the Company in the relevant trade as provided by the relevant Legislation.

1.6.6 Qualified First Aid Attendant

Means an employee who is a qualified first aid attendant and appointed by the Company to carry out the duties of a first aid attendant.

1.6.7 An Employee Working in Petrol

Means an employee covered by this Agreement who may from time to time be requested to work relief shifts at petrol sites. Such employees will be covered by the terms and conditions of this Agreement.

1.6.8 Spouse

Means an employee's wife or husband. It shall also include a former spouse, a defacto spouse and a former defacto spouse.

1.6.9 Child

Means an employee's son and/or daughter, including step, foster, guardian and adopted child.

1.6.10 Parent

Means an employee's father and/or mother, including step, foster, guardian and adopted parent.

1.6.11 Significant Other

Means a close friend or a relative of an employee not listed in sub clause 8.3.2 (a) and (b).

1.6.12 Part Time Core Hours

Is the number of fixed ordinary hours that the Company and part-time employee have agreed will be worked by the employee at the commencement of employment or as subsequently agreed or as increased pursuant to sub clause 2.6.2.

1.6.13 Rostered Day Off

Shall mean the day off work accrued arising from the working of ordinary hours on a 19 day 4 week cycle to an average of 38 hours per week.

1.6.14 Union

Means the SDA except in the area defined by sub clause 1.2.2 (b) where it is the AWU Qld.

1.6.15 Western Australian Extended Trading Store

Means a store in Western Australia which is legally permitted to trade on the majority of Sundays in the year, and to stores in Mandurah and Rockingham identified in sub clause 13.6.1.

1.6.16 Western Australian Non-Extended Trading Store

Means a store in Western Australia which is not legally permitted to trade on the majority of Sundays in the year.

1.6.17 New South Wales Stores

Means stores located in New South Wales, but does not include the county of Yancowinna.

1.6.18 South Australia Stores

Means stores located in South Australia and the county of Yancowinna.

1.7 CLASSIFICATIONS

ALL STATES AND TERRITORIES:

No employee shall clean toilets.

A team member's level is based on the skills which they are required to exercise in order to perform the principal functions of their employment.

(a) MIXED FUNCTIONS

If an employee's principal employment is with Woolworths Limited or Woolworths South Australia Pty Ltd in a Woolworths Liquor department or a store trading as BWS that was a Woolworths Liquor department as at 1 July 2012 covered by this Agreement, the terms of this Agreement will continue to apply to their employment at all times, notwithstanding that they may work from time to time in another part of Woolworths' retail business.

1.7.1 RETAIL EMPLOYEE GRADE 1

A Retail Employee Grade 1 – shall mean an employee who has undertaken relevant Company Induction training.

The duties of Retail Employee Grade 1 may include (but are not limited to):-

- Wrap and/or pack goods, replenish fixtures, cleaning and trolley duties;
- Maintain simple records;
- Exercises minimal judgment;
- Uses hand trolleys and pallet trucks;
- Works under direct supervision;
- A new employee undertaking training and being instructed in Grade 2 duties for a period not exceeding 4 calendar months

An employee at this level performs routine duties essentially of a manual nature.

Indicative job titles include:-

- Entry level Store Team Member
- Cleaner
- Trolley Collector

An Entry level Team Member Grade 1, shall remain at this classification level for the first 4 months of their employment under this Agreement.

This shall not apply to:

- An Apprentice or Trainee
- A new employee with at least 6 months comparative Supermarket experience within the previous 2 years.
- An employee who has completed at least 4 months service in any Division of Woolworths Ltd and who has transferred to Woolworths Ltd businesses covered by this Agreement and has maintained continuous employment.

1.7.2 RETAIL EMPLOYEE GRADE 2

Retail Employee Grade 2 – shall mean an employee engaged to perform a range of duties within the operation of the store.

An employee at this grade is an employee who has acquired the level of skills and relevant experience gained as a Retail Employee Grade 1 necessary to the level required to be appointed by the Company to a Retail Employee Grade 2.

The employee shall usually be the subject of general supervision, but shall be willing and competent, to the extent required by the Company, to work without direct supervision and to make decisions on an independent basis.

The duties of Retail Employee Grade 2 may include (but are not limited to):-

- Co-coordinating work in a team environment under general supervision including the giving of advice to Retail Employee Grade 1 employees in respect of their general functions;
- Selling of merchandise and customer service;
- Preparation of stock including fresh food, for display, sale and stock replenishment to required standards;
- Price goods and shelf labeling;
- Movement of stock around the store;
- Point of sale systems and procedures, including operation of service registers;
- Processing receipt/dispatch documentation;
- Adhering to loss prevention procedures;
- Incidental cleaning in accordance with normal position requirements;
- Interpret instructions and work from procedures;
- Responsibility for the quality of his/her own work;
- Demonstrate sound interpersonal and communication skills;
- Order/receive stock;
- Maintenance of basic manual/computerised records;
- Routine operation of a range of equipment including facsimiles, photocopiers, roll cages, pallet jacks and hand trolleys;
- The provision of information, advice and assistance to customers

Indicative job titles include:-

- Store Team Member
- Stocktake Assistant
- Store Security Officer

Retail employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning.

1.7.3 RETAIL EMPLOYEE GRADE 3

Retail Employee Grade 3 – shall mean an employee engaged to perform a range of duties within the operation of the store, who is appointed and required by the Company to perform work at a higher level of skill and who has additional responsibilities to those required of a Retail Employee Grade 2.

Employees in this grade may complete routine clerical and office duties, which may include (but are not limited to) cash handling, banking and maintenance of basic manual/computerised records.

Employees in this grade are capable of and required to assist staff in Grades 1 & 2 with operational problems and provide job specific technical training as directed. Employees at this grade will also perform Grade 2 duties when required.

Employees in this grade may be required to assist with the daily running of the department and supervise a section or department in circumstances where the Department Team Manager is absent. These employees may at times also be required to train and assist other employees within the store, provide back-up and display problem solving skills.

Indicative job titles include:-

- Department Team Support
(former comparable job titles may include Service Supervisor, 2IC, Assistant Department Manager)
- Store Services Assistant
- Stocktake Team Leader
- Skilled Non-Tradesperson (including Skilled Bakery Assistant, Skilled Meat Assistant)

(a) Skilled Bakery Assistant

Shall mean an employee who has undertaken and completed a specific training course recognised by the Company and performs the following duties in line with that training:

- Produce bread dough from pre-mixed ingredients;
- Mould dough;
- Bake bread products;
- Produce sponge, cakes and cookies from pre-mixed ingredients;
- Prepare basic fillings;

and other associated duties.

Under no circumstances will persons be engaged as Skilled Bakery Assistants to the detriment of the employment of any tradesperson or apprentice.

It is recognised that a Skilled Bakery Assistant does not possess all of the skills of a qualified tradesperson or apprentice and as such, this classification will not be used to replace work that otherwise would be done by a tradesperson or apprentice.

(b) Skilled Meat Assistant

Shall mean an employee who has undertaken and completed a specific training course recognised by the Company and performs the following duties in line with that training:

- Slicing, cutting or trimming fresh red meat with a knife after the meat has been removed from the bone by a Butcher.

Slicing work shall not include any deboning of meat, the breaking of any bones or the breaking down of carcasses, but shall include the making of mince.

Under no circumstances will persons be engaged as Skilled Meat Assistants to the detriment of the employment of any tradesperson or apprentice.

It is recognised that a Skilled Meat Assistant does not possess all of the skills of a qualified tradesperson or apprentice and as such, this classification will not be used to replace the work that otherwise would be done by a tradesperson or apprentice.

1.7.4 RETAIL EMPLOYEE GRADE 3b

Retail Employee Grade 3b – shall mean a Skilled Non-Tradesperson (as defined in sub clause 1.7.3) engaged to perform a range of duties within the operation of the store, who is appointed and required by the Company to accept additional responsibilities to those required of a Retail Employee Grade 2 & 3.

Employees in this grade are capable of and required to assist staff in Grades 1 & 2 with operational problems and provide job specific technical training as directed. Employees at this grade will also perform Grade 2 & 3 duties when required.

Employees in this grade assist with the daily running of the department and may be required to supervise a section or department in circumstances where the Department Team Manager is absent. These employees may at times also be required to train and assist other employees within the store, provide back-up and display problem solving skills.

Indicative job titles include:-

- Skilled Non-Tradesperson Department Team Support
(former comparable job titles may include 2IC, Assistant Department Manager)

1.7.5 RETAIL EMPLOYEE GRADE 4

Retail Employee Grade 4 – shall mean an employee engaged to perform a range of duties within the operation of the store, who is appointed and is required by the Company to perform work at a higher level of skill and who is required to accept additional responsibilities to those required of a Retail Employee Grade 2, 3 & 3b.

Employees in this grade will undertake the duties prescribed of Retail Employee Grade 3 or 3b and in addition, duties may include (but are not limited to):-

- Ensuring a high level of customer service;
- Direct supervision of other employees;
- Train and assist other employees within the store;
- Managing the supervision, performance and development of their team members;
- Implementation of stock management principles and AutoStockR routines to ensure there is sufficient stock on show to meet customers' needs;
- Completion of sales planning and rostering to meet customer and wages budgets;
- Managing financial budgets and Enterprise Agreement requirements

Employees at this grade will also perform Grade 2, 3 & 3b duties when required.

Indicative job titles include:-

- Department Team Manager
- Store Services Officer

1.7.6 RETAIL EMPLOYEE GRADE 5

Retail Employee Grade 5 – shall mean an employee engaged to perform a range of duties within the operation of the store, who has skills and knowledge gained by the completion of a relevant trade course in Baking or Butchering and is required by the Company to utilise the skills of a trade's qualification.

Employees at this grade will also perform Grade 2 & 3 duties when required.

Indicative job titles include:-

- Qualified Trade Butcher
- Qualified Trade Baker

1.7.7 RETAIL EMPLOYEE GRADE 5b

Retail Employee Grade 5b – shall mean an employee engaged to perform a range of duties within the operation of the store, who is appointed and is required by the Company to accept additional responsibilities to those required of a Retail Employee Grade 2, 3, 4 & 5 (as applicable).

In particular, employees at this level shall have a higher level of responsibility which will include the supervision of other employees. These employees will also be required to train and assist other employees within the store, provide back-up and display problem solving skills. Employees at this grade will also perform Grade 2, 3, 4 & 5 duties when required.

Indicative job titles include:-

- Qualified Tradesperson Department Team Support
(former comparable job titles may include 2IC, Assistant Department Manager)
- Duty Manager

1.7.8 TASMANIA MEAT

- (a) Butchery Employee Grade 1 shall mean an adult employee at entry point with less than 6 months experience or engaged in cleaning.
- (b) Butchery Employee Grade 2 shall mean an adult employee engaged to perform the functions prescribed for a Butchery employee Grade 1 and additionally:
- Sales and customer service;
 - Wrapping and packaging;
 - Stock display;
 - Re-ordering of stock not requiring the exercise of discretion as to price quality or type;
 - General stores duties including operation of VDU;
 - Basic clerical functions.
- (c) Butchery Employee Grade 3 shall mean an employee engaged to perform work as prescribed by the relevant competencies within Certificate II Meat Retailing, as determined by National Industry Standards.

The Company will support employees who wish to continue the relevant training required to obtain a Trade Qualification for the nominal life of the Agreement.

The introduction of this classification will not result in any current meat room employee being displaced. Butchers will remain in the majority in supermarket meat rooms (unless otherwise agreed).

- (d) Butchery Employee Grade 4 shall mean an adult employee with trade level qualification as a butcher.
- (e) Butchery Employee Grade 5 shall mean an adult employee engaged to perform work as the department second in charge of a Meat Room, who is designated as such and assists with the daily running of the department and assumes the responsibility for supervising the department in the Meat Manager's absence. The additional rate payable shall be applicable for ordinary hours only and shall be at 105% of the Grade 4 rate. Provided, that any employee receiving a merit at a higher dollar value, as at April 2008, will have that amount saved until increases under the Agreement absorb this additional amount.

1.7.9 VICTORIAN MEAT

- (a) "Butcher" means an adult who has served a relevant apprenticeship or has had at least four years general experience in butchering. The Butcher is responsible for providing customer service and courtesy by answering customer requests as well as preparing a full range of meat products for display in the meat cabinet. The Butcher is also responsible for providing training for Apprentice Butchers. The Butcher will also ensure that personal hygiene, as well as clean and safe work practices are adhered to at all times.
- (b) "Meat Assistant" means an employee engaged to perform slicing, cutting or trimming fresh meat as prescribed by the relevant competencies within Certificate II Meat Retailing, as determined by National Industry Standards

The Company will support employees who wish to continue the relevant training required to obtain a Trade Qualification for the nominal life of the Agreement.

The introduction of this classification will not result in any current meat room employee being displaced. Butchers will remain the majority in Supermarket meat rooms (unless otherwise agreed).

- (c) "Meat Packer/Cabinet Attendant" means an adult employee (not being a Butcher) who is employed in wrapping, weighing, pricing, packaging and packing uncooked meat whether manually or by means of machinery, and who may also be employed in the replenishing of display cabinets or work associated therewith. The Packer/Cabinet Attendant will also ensure personal hygiene, as well as clean and safe work practices are adhered to at all times.

Provided that nothing in this definition shall remove the right of employers to employ (i) juniors in wrapping, weighing, pricing, packaging and packing uncooked meat whether manually or by means of a machine, or (ii) juniors of 18 years of age and over in the replenishing of display, or storage cabinets or work association therewith.

- (d) "Ordinary Time Earnings" means payment based on the stipulated weekly wage rate for the appropriate classification as defined in Clause 3 of this Agreement.
- (e) "Second in Charge" means any employee of a Meat Room who is a designated as such and assists with the daily running of the department and assumes the responsibility for supervising the department in the Meat Managers absence.

1.7.10 HEAD RESERVE STOCK HAND

Where the company requires an employee to principally undertake the functions and responsibilities of the Head Reserve Stock Hand (HRSH) in a store, the employee shall be paid at the appropriate State/Territory Grade 3 rate of pay as prescribed in sub clause 3.1.

In all other instances stock receiving duties will be taken to be completed as part of an employee's role (as per sub clause 1.7.2) and the relevant National Classifications rate of pay shall apply.

Head Reserve Stock Hands, who elect to change their duties and position, will be paid the appropriate rate that aligns to their new position as prescribed in sub clause 3.1.

2: TERMS AND CONDITIONS OF EMPLOYMENT

2.1 EMPLOYMENT STATUS

Upon engagement an employee will be informed by the Company of their basis of employment, i.e. full-time, part-time, casual or temporary weekly employee.

2.2 QUALIFYING PERIOD

A full time or part time employee will be subject to a 6 month qualifying period of employment as per the Fair Work Act 2009.

2.3 PROOF OF AGE

Upon the engagement of an employee, such employee, if required to do so, must furnish an Extract of their Birth Certificate or alternative Government issued identification e.g. Passport, Drivers Licence.

2.4 FULL-TIME EMPLOYEES

- 2.4.1 Means a weekly employee who works 152 hours in any 4-week cycle.
- 2.4.2 The minimum daily engagement shall be 4 hours.
- 2.4.3 The maximum daily engagement shall be 9 hours (exclusive of meal breaks) provided that an employee may work up to 10.5 hours on one day in a week or 3 days in a fortnight pursuant to sub clauses 4.6.1.3 and 4.6.1.8.
- 2.4.4 The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to sub clause 4.6.1.1 i.e. 6/4 roster.
- 2.4.5 The hourly rate shall be equal to the weekly rate divided by 38.
- 2.4.6 An employee shall not be engaged on more than one engagement per day.

2.5 PART-TIME EMPLOYEES

- 2.5.1 A Part-time employee may be engaged to work a regular number of rostered hours to a maximum of 20 days in any 4-week cycle with a maximum of 38 hours in any one rostered week. These hours shall not be less than 40 hours per 4 week cycle nor more than 144 hours in a 4 week cycle.
- 2.5.2 A part time employee may, by mutual agreement, work up to a maximum of 48 hours in any week during key operational periods of December, January and the week prior to and the week after Easter Sunday, before incurring overtime, provided that the employee does not exceed 144 hours in their four week cycle as per sub clause 2.5.1.
- 2.5.3 The minimum daily engagement shall be 3 hours.
- 2.5.4 The maximum daily engagement shall be 9 hours (exclusive of meal breaks) provided that an employee may work up to 10.5 hours on one day in a week or 3 days in a fortnight pursuant to sub clause 4.6.2.3 and 4.6.2.4.
- 2.5.5 The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to sub clause 4.6.2.1 i.e. 6/4 roster.

- 2.5.6** Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38. The provisions of this agreement where relevant shall apply to part-time employees on a pro rata basis.

2.6 FLEX UP ADDITIONAL HOURS – PART-TIME EMPLOYMENT

- 2.6.1** Notwithstanding the above provisions (2.5.1 - 2.5.6), a part-time employee may be offered Additional Hours, and accept such hours on a voluntary basis. Such hours are in addition to a part-time employee's core rostered hours.

The working of part-time Additional Hours is subject to the following provisions:

- (a) Additional Hours are offered on a voluntary basis in addition to a part-time employee's core rostered hours, up to a maximum of 38 hours in any week.
- (b) Additional Hours shall be paid at the appropriate part-time ordinary hours rate of pay, inclusive of any additional loadings applicable to such hours.
- (c) The working of Additional Hours operates subject to Part 3, "Wages and Allowances"; Part 4, "Hours of Work, Rostering, Penalties and Overtime"; Part 6 "Meal Breaks and Rest Pauses"; Part 7, "Public Holidays"; Part 8 "Leave Provisions"; Part 10 "Superannuation"; Part 13, "Savings" and all other relevant clauses.
- (d) Additional Hours shall not be worked so as to exceed the daily maximum hours or days elsewhere provided in this Agreement (as contained in sub clauses 1.6.3, 2.5 and 4.6.2) or in excess of an average of 36 hours per week over a four week cycle, without the payment of overtime.
- (e) The leave provisions of this Agreement shall apply to part-time employees on a pro-rata basis.
- (f) Where the number of rostered hours varies during any anniversary year (including where an employee transfers from part-time to full-time employment and vice versa), the employee's Annual Leave entitlements shall be calculated weekly. All other entitlements shall be calculated on the average number of ordinary hours worked during the anniversary year.
- (g) In the event that a part time employee is not able to work an agreed additional shift on account of illness/injury (sick leave), they are entitled to access Personal Leave in accordance with clause 8.2 Personal Leave.

2.6.2 Increase of Core Hours

- 2.6.2.1** A part-time employee, who volunteers to work Additional Hours in any anniversary year, can elect to increase their core hours in the subsequent anniversary year. This is subject to the following provisions:

- (a) The increase in core hours for the subsequent anniversary year shall be calculated on the average number of additional hours worked by the part-time employee over the previous year, calculated on a weekly basis, excluding temporary contracted hours.
- (b) Where a part-time employee increases their hours as per sub clause 2.6.2.1 those additional core hours shall be worked at a time which is suitable to the employee subject to it meeting the needs of the business.

- (c) The core hours shall continue to increase on a yearly basis, unless the part-time employee works only their core hours in an anniversary year or elects not to increase their core hours.
- (d) Where the following exceptional circumstances give rise to a significant downturn in business, the Company may elect to delay the offer of a core hour increase by up to 3 months:
 - Renovation;
 - Refurbishment;
 - Natural Disaster; or
 - New competition.

2.6.2.2 Where additional permanent hours become available in the store and the employee has proven and demonstrated skills and competencies for the position where the hours have become available, then that employee will have preference to the additional hours of work ahead of other part-time employees who have had no reduction in hours (as per sub clause 4.6.2.9), casual employees, and new part-time employees.

2.6.3 Conversion to Full-Time Employment

Where a part-time employee achieves core hours of 36 hours per week, that employee can elect to be employed on a full-time basis. This sub clause applies where the employee worked an average of 36 hours or more per week in their previous anniversary year.

2.7 CASUAL EMPLOYEES

- 2.7.1** Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 plus a loading of 20 per cent in lieu of entitlements to personal leave, annual leave, public holidays or other forms of paid leave (excluding Long Service Leave) for all hours worked other than overtime.
- 2.7.2** A casual employee shall be engaged for a daily minimum of 3 hours and a maximum of 9 hours. Provided that on one day per week or 3 days in a fortnight, a casual employee may work up to 10.5 hours. Provided that a minimum of 2 hours may apply for engagements for the purpose of training only.
- 2.7.3** A casual employee shall work a maximum of 5 days in any week except where by agreement a casual employee may work 6 days in a week.
- 2.7.4** Casual employees, where practical, shall be notified in writing, not later than 5 days prior to the commencement of a weekly roster, of the anticipated days and hours of work for the following week.
- 2.7.5** Casual employees may work ordinary hours on any day of the week, except for casual employees engaged in WA non-extended trading stores, who may work ordinary hours on Monday to Saturday only.
- 2.7.6** Start times may be changed, if contact is made, prior to the employee's arrival for work. Where the labour schedule is changed after the schedule has been posted on the noticeboard, the Company will notify the employee of such changes. Notification

will include contacting the employee by telephone or other electronic medium and leaving a message.

2.7.7 If rosters have not been prepared by the agreed time, and a casual rings to confirm their hours, such casual shall then be advised of this fact and the company shall then notify the casual by telephone or other electronic medium and leaving a message in regards to their roster when it is finalised.

2.7.8 Casual Employees - Loadings for certain ordinary hours and overtime

A casual employee shall not receive a penalty upon a penalty. This shall mean that casual employees shall be entitled to the loadings and penalty rate prescribed by sub clauses 4.13 and 4.14 in addition to the casual loading for the actual hours worked, calculated on the appropriate weekly hourly rate e.g. Work performed on a public holiday is calculated on an hourly rate multiplied by 270%. Casual rates shall be cumulative not compounding.

2.7.9 A casual employee shall be entitled to overtime at the applicable rates expressed for full time and part time employees in Clause 4.14 (subject to sub clause 2.7.6) when the casual employee works:

- (a) In excess of 9 hours on any day; provided that one day per week up to 10.5 hours or 3 days in a fortnight may be worked without the payment of overtime.
- (b) In excess of 38 hours in any week.
- (c) In excess of 5 days in any week (subject to sub clause 2.7.3).

2.7.10 A casual employee may, by mutual agreement, work up to a maximum of 48 hours in any week during key operational periods of December, January and the week prior to and the week following Easter Sunday before incurring overtime, provided that the employee does not exceed 152 hours in their 4 week cycle.

2.7.11 A casual employee shall not be required to work in excess of 6 consecutive days.

2.7.12 Casual employees shall be given appropriate consideration for taking necessary time off to attend studies, exams etc. This will not prejudice their ability to retain their casual status.

2.7.13 The minimum period of engagement for junior casual employees in the Millicent store is:

- a minimum of 1.5 hours between 4:00pm and 6:00pm Monday to Friday
- a minimum of 2 hours between 4:00pm and 6:30pm Monday to Friday

The provisions of this sub clause shall only be operative until such time as late night trading is legal on every weeknight in Millicent.

2.7.14 In Western Australia where shops are not legally permitted to trade after 6.00 p.m. Monday to Friday, students may be employed for a minimum of 2 consecutive hours between 4.00 p.m. and 6.30 p.m. Monday to Friday inclusive.

2.8 TEMPORARY WEEKLY EMPLOYMENT

- 2.8.1** The Company may engage temporary weekly employees as either full time or part time employees.
- 2.8.2** A temporary weekly employee is an employee who is engaged for a specific period of not more than 52 weeks or in the case of parental leave relief only up to 104 weeks, nor less than 2 weeks at any one engagement (or 1 week in the case of replacement of an employee on annual leave or workers compensation), provided that such periods shall not run consecutively.
- 2.8.3** A temporary weekly employee shall be engaged to coincide with recognised heavy trading periods such as Easter and Christmas and periods where regular employees are taking authorised leave or are on workers compensation.
- 2.8.4** A temporary weekly employee shall receive all the benefits that apply to a weekly employee. The employee shall be paid any outstanding proportionate annual leave entitlement at the time of cessation of the temporary contract if they are terminating their employment or reverting to casual status.
- 2.8.5** Existing weekly employees will accrue all entitlements throughout the duration of the temporary contract based on the number of hours worked.
- 2.8.6** Notwithstanding anything else contained in the Agreement, a new employee employed as a temporary weekly employee who takes personal leave during the first 4 weeks of employment will only be entitled to be paid for that leave if they have accrued personal leave in accordance with the Fair Work Act 2009.
- 2.8.7** Prior to the commencement of a period of temporary employment, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the temporary employment in the form of a roster.
- 2.8.8** It shall be voluntary for an existing employee to accept temporary full-time or part-time employment.
- 2.8.9** An employee who accepts change to temporary employment shall not be disadvantaged in respect to their terms and conditions of employment.
- 2.8.10** Where an existing employee varies their employment contract to a temporary employment contract, such an employee shall, at the conclusion of the temporary period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the temporary employment.
- 2.8.11** Any temporary employment in the case of an employee already in employment with the Company shall be continuous for all purposes of the Agreement including length of service.

2.9 CONTINUOUS SERVICE FOR ANNUAL LEAVE ACCRUALS

Continuous Service shall for the purpose of annual leave accruals include all service with the Company from the date of engagement, but shall not include in any anniversary year of accrual:

- Unauthorised absences of one week or more;
- Authorised unpaid leave of absences of one week or more;
- Any authorised unpaid absence of one week or more due to sickness or accident.

2.10 TERMINATION OF EMPLOYMENT

2.10.1 Termination for Misconduct

In the case of serious misconduct an employee may be instantly dismissed.

2.10.2 Notice of termination of full time and part time employees by the Company

- (a) In order to terminate the employment of a full time or part time employee, other than for serious misconduct, the Company shall give to the employee the following notice:

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

- (b) In addition to the notice prescribed in subparagraph (a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in subparagraphs (a) and/or (b) hereof shall be made if the appropriate notice period is not given.
- Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, or to casual employees or to temporary weekly employees engaged for a specific period of time or for a specific task or tasks.
- (f) The employment of employees engaged for a specific period or on a temporary basis will terminate with the lapse of time at the conclusion of the specific period without further notice, save temporary employees who are dismissed or resign who are subject to the above termination notice provisions.
- (g) During the period of notice or termination given by the Company to a full-time or part-time employee, such employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

2.10.3 Notice of Termination by the employee

The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned. Provided that with the Company's agreement an employee may give one week's notice of termination.

If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

2.10.4 Termination whilst on Personal Leave

Employment shall not be terminated, except for serious misconduct, while the employee is legitimately absent from work on accrued personal leave.

2.10.5 Termination Immediately Prior to Holiday

Subject to sub clause 7.1, Public Holidays, an employee after more than two weeks employment, whose employment is terminated by the Company on the business day preceding a holiday or holidays, other than for serious misconduct, shall be paid for such holiday or holidays.

2.10.6 Termination Prior to Christmas

Notwithstanding the provisions of sub clause 2.10.5 an employee engaged on or after 1 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.

2.11 ABANDONMENT OF EMPLOYMENT

The absence of an employee from work for a continuous period exceeding 3 working days, without just cause and without the consent of the Company and without notification to the Company, shall be taken that the employee has abandoned employment and the Company will be entitled to treat the employment as having been terminated.

2.12 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, the date of termination and the job classification at the time of termination.

2.13 INTRODUCTION OF MAJOR CHANGE

2.13.1 Company's duty to notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce 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 agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

2.13.2 Company's duty to discuss change

- (a) The Company shall discuss with the employees affected and the union, the introduction of the changes referred to in sub clause 2.14.1, 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.
- (b) The discussions shall commence as early as practicable after a firm decision has been made by the Company to make the changes referred to in sub clause 2.14.1.
- (c) For the purposes 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 the Company shall not be required to disclose confidential information the disclosure of which would be adverse to its interests.
- (d) Nothing in this clause is to be construed as requiring the Company to disclose confidential or commercially sensitive information.

2.14 REDUNDANCY

2.14.1 Discussions before terminations

- (a) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of sub clause 2.14.1 (a) and shall cover, amongst other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.
- (d) Nothing in this clause is to be construed as permitting the Company to disclose information to any trade union contrary to the Fair Work Regulations.

2.14.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in sub clause 2.14.1 (a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may, at the Company's option, make

payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

2.14.3 Transmission of Business

- (a) Where a business is before or after the date of this Agreement, transmitted from the Company (in this sub clause called "the Transmittor") to another employer (in this sub clause call "the Transmtee") and an employee who at the time of such transmission was an employee of the Transmittor in that business becomes an employee of the Transmtee:
- (i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
- (ii) The period of employment which the employee has had with the Transmittor or any prior Transmittor shall be deemed to be service of the employee with the Transmtee.
- (b) In this sub clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

2.14.4 Time off work during the notice period

- (a) During the period of notice of termination given by the Company an employee shall be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

For this purpose a statutory declaration will be sufficient.

2.14.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in sub clause 2.10.2 the Company shall pay to the employee the following severance pay in respect of a continuous period of service:

- (a) If a weekly employee is under 45 years of age, the Company shall pay in accordance with the following scale:

PERIOD OF CONTINUOUS SERVICE	Under 45 years of Age Entitlement
Less than 1 year	Nil
1 year but less than 2 years	4 weeks' pay
2 years but less than 3 years	7 weeks' pay
3 years but less than 4 years	10 weeks' pay
4 years but less than 5 years	12 weeks' pay
5 years but less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

- (b) If a weekly employee is 45 years or over, the Company shall pay in accordance with the following scale:

PERIOD OF CONTINUOUS SERVICE	45 years of Age and over Entitlement
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- (c) "Weeks' pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, merit payments, loadings and allowances paid in accordance with the relevant clauses of the agreement.

2.14.6 Employee leaving during the notice period

An employee whose employment is terminated for reasons set out in sub clause 2.14.1 may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

2.14.7 Incapacity to pay

The Company, in a particular redundancy case, may make application to Fair Work Australia to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.

2.14.8 Alternative Employment

The Company, in a particular redundancy case, may make application to Fair Work Australia to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

2.14.9 Employees Exempted

Where employment is terminated as a consequence of serious misconduct, or in the case of casual employees, engaged for a specific period of time or for a specific task or tasks, this clause shall not apply.

2.14.10 Employees With Less Than One Year's Service

This clause shall not apply to employees with less than 1 year's continuous service and the general obligation on the Company should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

2.15 TRAINEESHIP AND APPRENTICESHIP

Objective

The objective of this clause is to assist in the establishment of traineeships which provide approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees and Apprentices, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by Trainees or Apprentices.

2.15.1 Traineeship or Apprenticeship shall apply to persons:

- (a) who are undertaking a Traineeship or Apprenticeship and
- (b) who are employed by the Company; and
- (c) whose employment is, or otherwise would be, covered by this agreement which also:
 - (i) binds the Company; and
 - (ii) binds the Union which is a party to this agreement and in respect of which the person is a member or is eligible for membership.

2.15.1.1 At the conclusion of the Traineeship/Apprenticeship, this clause ceases to apply to the employment of the Trainee/Apprentice and the relevant agreement conditions shall apply.

2.15.2 Period of Traineeship

A Trainee shall be engaged as a full-time or a part-time employee for the nominal duration period as set down by the relevant State or Territory Training Authority. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the Company and the Trainee, may vary the duration of the Traineeship and the extent of approved training, provided that any Agreement variance is in accordance with the relevant Traineeship Scheme.

2.15.3 Period of Apprenticeship

Apprentices shall be engaged as a full time or part-time employee entering the trades of, Baking, Breadmaking, or Butchering and shall not exceed 4 years and such persons shall be bound by Indentures in accordance with the relevant provisions of the appropriate Act and this agreement. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the Company and the Trainee, may vary the duration of the Traineeship and the extent of approved training, provided that any Agreement variance is in accordance with the relevant Traineeship Scheme.

2.15.4 Probationary Period

After a probationary period of 4 months, the Company shall engage the employee as an apprentice for the purpose of apprenticing to the trade. Such probationary period, if the employee is apprenticed, shall count as part of the apprenticeship.

2.15.5 Definitions

- (a) **"Relevant Union"** means a Union party to a relevant agreement and which is entitled to enroll the Trainee/Apprentice as a member.
- (b) **"State or Territory Training Authority (STA)"** means the State or Territory Authority which is responsible for the registration and regulation of training organisations, apprenticeships, traineeships, and vocational placements, as well as course accreditation.

State / Territory	State or Territory Authority
NSW	NSW Department of Education and Training
ACT	ACT Accreditation and Registration Council
VIC	Victoria Department of Education
TAS	Tasmania Department of Education and Training
SA	SA Department of Further Education, Employment, Science and Technology
NT	NT Department of Employment and Training
QLD	Old Department of Employment and Training
WA	WA Department of Education and Training

- (c) **"Appropriate State or Territory legislation"** means:

State / Territory	State Legislation / Act
NSW	Apprenticeship and Traineeship Act 2001 Industrial and Commercial Training Act
ACT	Vocational and Educational Training Act 2003
VIC	Vocational Education and Training Act 1990
TAS	Tasmania Vocational Education and Training Act 1994
SA	Vocational, Education, Employment and Training Act
NT	NT Employment and Training Authority Act
QLD	QLD Vocational, Education, Training and Employment Act 2000
WA	Vocational Education and Training Act 1996

- (d) **"Approved Training"** means training undertaken (both on or off the job) in a Traineeship or Apprenticeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority. The training will be accredited and lead to qualifications.
- (e) **"Trainee"** means an employee who is bound by a Traineeship Agreement.
- (f) **"Apprentice"** means an employee who is bound by an Apprenticeship Agreement.
- (g) **"Traineeship" or "Apprenticeship"** means a system of training which has been approved by the State Training Authority.
- (h) **"Traineeship Scheme"** shall not be given approval unless consultation and negotiation with the union upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme shall identify the union and demonstrate to the satisfaction of the approving authority that the above mentioned consultation and

negotiation have occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.

- (i) **"School Based Trainee/Apprentice"** means a secondary school student who works as a part-time employee whilst studying for their Senior Certificate or Vocational qualification and are bound by a training contract. The training contract is both formal "off the job" and "on the job" training which has been approved by the relevant State or Territory Authority.
- (j) **"Traineeship Agreement" or "Apprenticeship Agreement"** means an agreement made subject to the terms of this Agreement between the Company and the Trainee or Apprentice for a Traineeship or Apprenticeship and which is registered with the State Training Authority.
- (k) **"Traineeship Scheme"** means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise.
- (l) **"Parties to a Traineeship Scheme"** means the Company and the Relevant Union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

2.15.6 Training Conditions

2.15.6.1 Training shall be directed at:

- (a) The achievement of key competencies required for successful participation in the workplace (where these have not been achieved) (e.g. Literacy, numeracy, problem solving, team work, using technology), and as are proposed to be included in the Australian Vocational Certificate Level 1 qualification. This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise.
- (b) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define those competencies), as are proposed to be included in the Australian Vocational Certificate Level 2 qualification or above.

2.15.6.2 The Trainee or Apprentice shall attend an approved training course or training program prescribed in the Traineeship or Apprenticeship Agreement or as notified to the trainee/apprentice by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes or Registered Training Organisation.

2.15.6.3 A Traineeship or Apprenticeship shall not commence until the relevant Traineeship/Apprenticeship Agreement, made in accordance with a Traineeship/Apprenticeship Scheme, has been signed by the Company and the trainee/apprentice and lodged for registration with the relevant State or Territory Training Authority.

2.15.6.4 The Company shall ensure that the Trainee or Apprentice is permitted to attend the training course or program provided for in the Traineeship or Apprenticeship Agreement and shall ensure that the Trainee/Apprentice receives the appropriate on-the-job training.

- 2.15.6.5** The Company shall provide a level of supervision in accordance with the Traineeship/Apprenticeship Agreement during the traineeship/apprenticeship period.
- 2.15.6.6** The Company agrees that the overall training program will be monitored by Officers of the relevant State or Territory Training Authority or Registered Training Organisation and that training records or work books may be utilised as part of this monitoring process.
- 2.15.6.7** The Company shall not terminate the employment of a Trainee or Apprentice without firstly having provided written notice of termination to the Trainee or Apprentice concerned in accordance with the Traineeship Agreement and subsequently to the relevant State or Territory Training Authority.
- 2.15.6.8** If the Company chooses not to continue the employment of a trainee/apprentice upon the completion of the traineeship/ apprenticeship it shall notify, in writing, the relevant State or Territory Training Authority of their decision.
- 2.15.6.9** The Trainee/Apprentice shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship or Apprenticeship Agreement.
- 2.15.6.10** Where the employment of a Trainee or Apprentice by the Company is continued after the completion of the traineeship or apprenticeship period, such traineeship period shall be counted as service for the purposes of the agreement or any other legislative entitlements.
- 2.15.6.11** The Company shall cooperate with the Registered Training Organisation in the training of an Apprentice in the manner recommended by the Registered Training Organisation and in accordance with the requirements of the relevant training package.
- 2.15.6.12 Overtime and Shiftwork**
- (a)** The Traineeship or Apprentice Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (b)** No Trainee or Apprentice shall work overtime on their own unless consistent with the provisions of this agreement.
 - (c)** No Trainee or Apprentice shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (d)** The calculation of Overtime shall be based on the appropriate age wage rate as set out in this Agreement.
 - (e)** The relevant Trainee Wage or Apprentice Wage shall be the basis for the calculation of loadings for ordinary hours prescribed by this agreement.

2.15.6.13 All other terms and conditions of this Agreement that are applicable to the Trainee or Apprentice shall apply unless specifically varied by this Agreement.

2.15.6.14 A Trainee or Apprentice who fails to either complete the Traineeship or Apprenticeship or who cannot for any reason be placed in full time employment with the Company on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

2.15.7 Employment Conditions

Apprentices and Trainees shall be employees in accordance with the relevant provisions of the appropriate Act and this Agreement. The following provisions shall apply in respect of apprentices/trainees:

- (a) Apprenticeship/Traineeship Terms** - Every contract of Apprenticeship or Traineeship shall be in the terms as set down by the relevant State or Territory Training Authority (STA)
- (b) College Fees** – College fees for instruction of each trainee/apprentice shall be paid by the Company for each year of the trade course or period of apprenticeship or traineeship or correspondence course.
- (c) Time Off** – Any Apprentice or Trainee who is given time off during ordinary working hours for the purpose of attending at a college or other required off job venue for instruction and fails to attend without reasonable cause shall not be paid for such time off.
- (d) Accommodation and Meals** – Where an employee is required to attend block release training at college and away from home accommodation is required for the duration of the block release training, this accommodation may be provided by the Company or the employee shall be reimbursed by the Company the difference between the appropriate statutory amount as prescribed by the State or Training Authority and the cost of reasonably comfortable accommodation and meals approved by the Company.

Provided that the total monies paid by the statutory scheme and the Company is no more than the cost of reasonably comfortable accommodation and meals approved by the Company.
- (e)** If the Vocational Training Assistance (VTAS) rate of reimbursement is substantially increased the Company and the Union agree to review the rate of reimbursement.
- (f) Travelling Expenses and Fares** – The Company shall either provide transport or shall reimburse to the Trainee/Apprentice all fares reasonably incurred in attending the college. Where transport, other than the use of a private vehicle is available, trainees/apprentices shall be encouraged to use such transport and all fares incurred shall be reimbursed.
- (g)** Where such transport is not readily available and private transport has to be used the trainee/apprentice shall be paid no less than the difference between the VTAS rate and the travelling allowance.

2.15.8 Commitment to ongoing employment

- (a) Upon the successful completion of a Traineeship or Apprenticeship (excluding School Based Traineeships /Apprenticeships) and meeting the Company's performance criteria and competencies, the employee shall be offered ongoing permanent employment with the Company for at least as many hours as they spent on the job (on an average per week basis) during their Traineeship or Apprenticeship.
- (b) When offering ongoing employment at the completion of the Traineeship or Apprenticeship the Company will give consideration to the distance required to be travelled by the employee, however, the Company will retain the right to nominate the location of the store.
- (c) Nothing in this clause is to be construed as providing employees with leave to attend training provided by a trade union contrary to the Fair Work Regulations.

2.15.9 Wages

The weekly wages payable to trainees and apprentices shall be as prescribed in Section 3, "Wage Rates and Allowances".

2.16 SUPPORTED WAGES

- 2.16.1 The Supported Wage provision applies to employees who because of the effects of a disability are eligible for a Supported Wage under this Agreement.
- 2.16.2 Where applicable, employees may be engaged on the Supported Wage System in accordance with the Australian Industrial Relations Commission's Full Bench decision of 10 October 1994 (Print L 5723).
- 2.16.3 Any employee employed on a Supported Wage will be paid the rates of pay applicable at the time of employment under the Supported Wage System. The 10% minimum rate level will reflect all National Wage Increases that have occurred.

Upon request, the Company shall provide to the employee a copy of the relevant decision of their Supported Wage entitlements

3: WAGES AND ALLOWANCES

3.1 WAGE RATES

ADULT EMPLOYEES

The rates below will be operative from the first full pay period commencing on or after the date this Agreement takes effect (being the day 7 days after the approval of this Agreement by Fair Work Australia) and the subsequent dates listed.

3.1.1 VICTORIA WAGE RATES

Grade		Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none"> Entry Level Team Member - first 4 months Trolley Collector Cleaner 	712.70	723.39
2	<ul style="list-style-type: none"> Store Team Member Stocktake Team Member Store Security Officer 	749.35	760.59
3	<ul style="list-style-type: none"> Department Team Support Stocktake Team Leader Store Services Assistant Skilled Non-Tradesperson - Skilled Bakery Assistant 	790.08	801.93
3b	<ul style="list-style-type: none"> Skilled Non-Tradesperson Department Team Support 	802.29	814.33
4	<ul style="list-style-type: none"> Department Team Manager Store Services Officer 	814.51	826.72
5	<ul style="list-style-type: none"> Qualified Tradesperson - Baker 	839.28	851.87
5b	<ul style="list-style-type: none"> Qualified Tradesperson Department Team Support Duty Manager 	864.46	877.42

3.1.2 VICTORIA MEAT WAGE RATES

- 3.1.2 (a) "Schedule A" Wages shall apply to employees who were employed before 26 September 2011 and who have elected to forego the applicable Penalty/Loadings under the Woolworths Ltd (Trading as Woolworths/Safeway Supermarkets) and Australasian Meat Industry Employees' Union Agreement 2008. In addition all new meat employees employed after 26th September 2011 shall be paid these rates of pay and have the Penalties/Loadings contained in this Agreement applied to them.

Grade	SCHEDULE A	Date Agreement takes effect	1 Jan 13
2	Meat Packer/Cabinet Assistant (no junior rates)	782.13	793.86
3	Meat Assistant	797.64	809.60
4	Skilled Trade Butcher	886.28	899.57
Juniors	Meat Wrapper/Packer 20yrs	782.13	793.86
	Meat Wrapper/Packer 19yrs	664.80	674.78
	Meat Wrapper/Packer 18yrs	586.60	595.40
	Meat Wrapper/Packer 17yrs	469.28	476.31
	Meat Wrapper/Packer 16yrs	391.06	396.93

- 3.1.2 (b)** "Schedule B" Wages shall apply to a meat employee, employed before 26th September 2011 who have elected to have their Penalties/Loadings "Saved" under the Woolworths Ltd (Trading as Woolworths/Safeway Supermarkets). This schedule of Wages is only available to those employees employed before 26th September 2011 who have made the above election.

Grade	SCHEDULE B	Date Agreement takes effect	1 Jan 13
2	Meat Packer/Cabinet Assistant (no junior rates)	749.55	760.79
3	Meat Assistant	764.40	775.86
4	Skilled Trade Butcher	849.34	862.08
Juniors	Meat Wrapper/Packer 20yrs	749.55	760.79
	Meat Wrapper/Packer 19yrs	637.12	646.67
	Meat Wrapper/Packer 18yrs	562.16	570.59
	Meat Wrapper/Packer 17yrs	449.71	456.45
	Meat Wrapper/Packer 16yrs	374.76	380.38

- 3.1.2 (c)** Second in charge allowance: (Applies to relevant employees regardless of whether they are paid under Schedule A or Schedule B).

Any employee who is designated Second in Charge of a Meat Room, as defined in sub clause 1.7.9 (e) shall be paid a weekly allowance of \$30.71 per week, payable for all purposes.

3.1.3 SOUTH AUSTRALIA (inc BROKEN HILL) / NORTHERN TERRITORY WAGE RATES

Grade		Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none"> Entry Level Team Member - first 4 months Trolley Collector Cleaner 	706.05	716.64
2	<ul style="list-style-type: none"> Store Team Member Stocktake Team Member Store Security Officer 	743.21	754.36
3	<ul style="list-style-type: none"> Department Team Support Stocktake Team Leader Store Services Assistant Skilled Non-Tradesperson <ul style="list-style-type: none"> - Skilled Bakery Assistant - Skilled Meat Assistant 	772.94	784.54
3b	<ul style="list-style-type: none"> Skilled Non-Tradesperson Department Team Support 	787.81	799.62
4	<ul style="list-style-type: none"> Department Team Manager Store Services Officer 	802.67	814.71
5	<ul style="list-style-type: none"> Qualified Tradesperson <ul style="list-style-type: none"> - Baker (SA only) - Butcher 	824.97	837.34
5*	<ul style="list-style-type: none"> Qualified Tradesperson <ul style="list-style-type: none"> - Baker (NT only) 	905.10	918.68
5b	<ul style="list-style-type: none"> Qualified Tradesperson Department Team Support Duty Manager 	849.72	862.46

3.1.3.1 Supervisor's Allowance: (SA/NT only)

A supervision allowance shall be paid for any time that an employee is in charge.

Adult Supervisor's Allowance	Date Agreement takes effect	1 Jan 13
Supervisor of 2 to 4 employees	27.72	28.14
Supervisor of 5 to 8 employees	38.83	39.42
Supervisor of 9 or more employees	45.83	46.51

3.1.4 WESTERN AUSTRALIA WAGE RATES

3.1.4 (a) Non Extended Trading Stores

Grade	NON EXTENDED TRADING STORES	Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none">Entry Level Team Member - first 4 monthsTrolley CollectorCleaner	709.30	719.94
2	<ul style="list-style-type: none">Store Team MemberStocktake Team MemberStore Security Officer	746.59	757.79
3*	<ul style="list-style-type: none">Store Services Assistant	751.88	768.36
3	<ul style="list-style-type: none">Department Team SupportStocktake Team LeaderSkilled Non-Tradesperson<ul style="list-style-type: none">- Skilled Bakery Assistant- Skilled Meat Assistant	766.80	778.30
3b	<ul style="list-style-type: none">Skilled Non-Tradesperson Department Team Support	779.77	791.47
4	<ul style="list-style-type: none">Department Team ManagerStore Services Officer	792.75	804.64
5	<ul style="list-style-type: none">Qualified Tradesperson<ul style="list-style-type: none">- Baker- Butcher	850.69	863.45
5b	<ul style="list-style-type: none">Qualified Tradesperson Department Team SupportDuty Manager	876.21	889.36

3.1.4 (b) Extended Trading Stores

Grade	EXTENDED TRADING STORES	Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none">• Entry Level Team Member - first 4 months• Trolley Collector• Cleaner	722.00	732.83
2	<ul style="list-style-type: none">• Store Team Member• Stocktake Team Member• Store Security Officer	759.95	771.35
3*	<ul style="list-style-type: none">• Store Services Assistant	765.32	782.10
3	<ul style="list-style-type: none">• Department Team Support• Stocktake Team Leader• Skilled Non-Tradesperson<ul style="list-style-type: none">- Skilled Bakery Assistant- Skilled Meat Assistant	780.50	792.21
3b	<ul style="list-style-type: none">• Skilled Non-Tradesperson Department Team Support	793.64	805.55
4	<ul style="list-style-type: none">• Department Team Manager• Store Services Officer	806.78	818.88
5	<ul style="list-style-type: none">• Qualified Tradesperson<ul style="list-style-type: none">- Baker- Butcher	850.69	863.45
5b	<ul style="list-style-type: none">• Qualified Tradesperson Department Team Support• Duty Manager	876.21	889.36

3.1.4 (c) WESTERN AUSTRALIA – IN CHARGE ALLOWANCES

An employee who is required by the company to be in charge of other employees shall be paid an in charge allowance for all purposes of the Agreement calculated on the rates specified by 3.1.4 (a) and 3.1.4 (b) as appropriate as follows:

- (i) if placed in charge of less than three other employees:
3.4% in addition to the rate specified in 3.1.4 (a) and 3.1.4 (b) as appropriate.
- (ii) if placed in charge of three or more employees but less than ten other employees:
6.2% of the rate specified in by 3.1.4 (a) and 3.1.4 (b) as appropriate.
- (iii) if placed in charge of ten or more other employees:
11.2% of the rate specified in by 3.1.4 (a) and 3.1.4 (b) as appropriate.

Without limiting the generality of this provision, in charge rates shall be paid to unsalaried Department Managers and to unsalaried 2IC Department Managers in larger stores when the Department Manager is absent.

3.1.5 TASMANIA WAGE RATES

Grade		Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none"> Entry Level Team Member - first 4 months Trolley Collector Cleaner 	706.54	717.14
2	<ul style="list-style-type: none"> Store Team Member Stocktake Team Member Store Security Officer 	743.73	754.89
3*	<ul style="list-style-type: none"> Store Services Assistant 	751.93	771.28
3	<ul style="list-style-type: none"> Department Team Support Stocktake Team Leader Skilled Non-Tradesperson - Skilled Bakery Assistant 	775.08	786.71
3b	<ul style="list-style-type: none"> Skilled Non-Tradesperson Department Team Support 	790.36	802.22
4	<ul style="list-style-type: none"> Department Team Manager Store Services Officer 	805.64	817.72
5	<ul style="list-style-type: none"> Qualified Tradesperson - Baker 	822.57	834.91
5b	<ul style="list-style-type: none"> Qualified Tradesperson Department Team Support Duty Manager 	847.24	859.95

3.1.6 TASMANIA MEAT WAGE RATES

- 3.1.6 (a) "Schedule A" Wages shall apply to employees who were employed before 9th November 2010 and who have elected to forego the applicable Penalty/Loadings under the Woolworths Tasmanian Meat Rooms Enterprise Agreement 2007-2010. In addition all new meat employees employed after 9th November 2010 shall be paid these rates of pay and have the Penalties/Loadings contained in this Agreement applied to them.

Grade	SCHEDULE A	Date Agreement takes effect	1 Jan 13
1	Entry Level Meat Assistant - First 4 months	721.00	731.81
2	Meat Packer/Cabinet Assistant	758.95	770.33
3	Meat Slicer	809.25	821.39
4	Skilled Trade Butcher	822.60	834.94
5	Non Salaried Assistant Meat Mgr	880.41	893.62

- 3.1.6 (b)** "Schedule B" Wages shall apply to a meat employee, employed before 9th November 2010 who have elected to have their Penalty/Loadings "Saved" under the Woolworths Tasmanian Meat Rooms Enterprise Agreement 2007-2010. This schedule of wages is only available to those employees employed before 9th November 2010 who have made the above election.

Grade	SCHEDULE B	Date Agreement takes effect	1 Jan 13
1	Entry Level Meat Assistant - First 4 months	700.68	711.19
2	Meat Packer/Cabinet Assistant	737.56	748.62
3	Meat Slicer	786.46	798.26
4	Skilled Trade Butcher	799.42	811.42
5	Non Salaried Assistant Meat Mgr	855.61	868.45

3.1.7 NEW SOUTH WALES /ACT WAGE RATES

Grade		Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none"> Entry Level Team Member - first 4 months Trolley Collector Cleaner 	710.25	720.90
2	<ul style="list-style-type: none"> Store Team Member Stocktake Team Member Store Security Officer 	747.61	758.82
3*	<ul style="list-style-type: none"> Store Services Assistant 	754.52	772.65
3	<ul style="list-style-type: none"> Department Team Support Stocktake Team Leader Skilled Non-Tradesperson <ul style="list-style-type: none"> - Skilled Bakery Assistant - Skilled Meat Assistant 	774.05	785.66
3b	<ul style="list-style-type: none"> Skilled Non-Tradesperson Department Team Support 	793.34	805.24
4*	<ul style="list-style-type: none"> Store Services Officer 	784.13	805.83
4	<ul style="list-style-type: none"> Department Team Manager 	812.63	824.82
5	<ul style="list-style-type: none"> Qualified Tradesperson <ul style="list-style-type: none"> - Baker - Butcher 	853.18	865.98
5b	<ul style="list-style-type: none"> Qualified Tradesperson Department Team Support Duty Manager 	878.77	891.96

3.1.8 QUEENSLAND WAGE RATES

Grade		Date Agreement takes effect	1 Jan 13
1	<ul style="list-style-type: none"> Entry Level Team Member - first 4 months Trolley Collector Cleaner 	708.11	718.74
2	<ul style="list-style-type: none"> Store Team Member Stocktake Team Member Store Security Officer 	745.34	756.53
3*	<ul style="list-style-type: none"> Store Services Assistant 	750.39	766.61
3	<ul style="list-style-type: none"> Department Team Support Stocktake Team Leader Skilled Non-Tradesperson <ul style="list-style-type: none"> - Skilled Bakery Assistant - Skilled Meat Assistant 	764.63	776.10
3b	<ul style="list-style-type: none"> Skilled Non-Tradesperson Department Team Support 	786.99	798.80
4*	<ul style="list-style-type: none"> Store Services Officer 	776.32	799.48
4	<ul style="list-style-type: none"> Department Team Manager 	809.35	821.49
5	<ul style="list-style-type: none"> Qualified Tradesperson <ul style="list-style-type: none"> - Baker - Butcher 	851.93	864.71
5b	<ul style="list-style-type: none"> Qualified Tradesperson Department Team Support Duty Manager 	877.49	890.65

3.2 JUNIOR EMPLOYEES

3.2.1 Junior employees shall receive the following percentages of the appropriate Grade 1 or 2 adult rate prescribed in sub clause 3.1.

Age	NSW / ACT	VIC	QLD	SA / NT	TAS	WA	VIC MEAT	TAS MEAT
Under 16 yrs of age	45%	50%	45%	50%	50%	45%	50%	50%
At 16 years of age	50%	50%	50%	50%	50%	50%	50%	50%
At 17 yrs of age	60%	55%	55%	60%	54.5%	60%	60%	54.5%
At 18 yrs of age	70%	67.5%	65%	70%	67.5%	70%	75%	67.5%
At 19 yrs of age	80%	80%	77.5%	80%	79.5%	80%	85%	79.5%
At 20 yrs of age	100%	100%	100%	100%	100%	100%	100%	100%

3.3 APPRENTICES

3.3.1 Apprentices shall receive the following percentages of the applicable Qualified Tradesperson wage rate in each state/territory as prescribed in sub clause 3.1:

Age	NSW / ACT	VIC	QLD	SA / NT	NT Baker Only	TAS	WA	VIC MEAT	TAS MEAT
Year / Period 1	50%	50%	50%	50%	65%	50%	50%	50%	50%
Year / Period 2	65%	65%	65%	65%	80%	60%	65%	65%	65%
Year / Period 3	85%	75%	85%	80%	90%	75%	85%	85%	72%
Year / Period 4	95%	95%	95%	90%	N/A	95%	95%	95%	95%
Trade Qualified	100%	100%	100%	100%	100%	100%	100%	100%	100%

3.3.2 Apprentices aged 25 years or older shall be paid the applicable Grade 2 adult wage rate in each state/territory (as prescribed in sub clause 3.1) until such time as the wage rate prescribed in 3.3.1 is higher.

3.4 FLEXIBILITY OF WORK AND MULTI SKILLING

3.4.1 Subject to the provisions of this clause, the Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

3.4.2 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

3.5 TIME AND PAYMENT OF WAGES

3.5.1 Weekly Payment

Wages and overtime for the week Monday to Sunday will be paid on the same day of each week. Payment will be made by Electronic Funds Transfer (EFT). In the case of full-time employees the wage paid will be calculated as an average of the ordinary hours for the 4 week cycle.

3.5.2 Termination Pay

Where employment is terminated an employee shall be paid all ordinary wages and all overtime and other monies due by E.F.T. no later than on the next pay day or within seven days of the date of the termination of employment.

3.5.3 Pay Day

The Company shall pay wages within three days of the end of each pay period.

3.6 NATIONAL ALLOWANCES

3.6.1 Meal Allowance

- (a) An employee required to work more than one hour of overtime without being given 24 hours notice after the employee's ordinary time of ending work will be either provided with a meal or paid a meal allowance of:

Date Agreement takes effect	1 Jan 13
\$13.90	\$14.10

- (b) No Meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.
- (c) Meal Allowance for Stocktake Members

Where a Stocktake Team Member is returning to their bus departure point from an away trip, and the combination of their hours worked and travel time that day exceeds 10 hours, they shall be entitled to a meal allowance for that day.

3.6.2 Excess Travelling Costs

Where an employee is requested by the Company to move temporarily from one store to another for the period of the temporary transfer, all additional transports costs so incurred will be reimbursed by the Company. Additional travel is defined as the extra distance between the employee's home store and the store that they have temporarily been transferred to.

3.6.3 Transport Reimbursement for Working After Hours Overtime

Where an employee is asked by the Company to work overtime and that overtime goes beyond their normal finishing time and falls between 10pm and 7am and there is no regular means of transport available, then the Company will reimburse the employee for the cost of a taxi fare from their place of employment to the employee's usual place of residence. This will not apply if the Company provides or arranges proper transportation to the employee's usual place of residence at no cost to the employee. Provided always that an employee may elect to provide their own transport at no cost to the Company.

3.6.4 Travelling Time Reimbursement

- (a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.
- (b) The rate of pay for travelling time will be the ordinary time rate except on Sundays and public holidays when it will be time and half.

3.6.5 Reimbursement of Transferring Employee's Cost

Where, at the instigation of the Company, an employee is transferred from one store in a primary locality to another store in a secondary locality, where excessive normal travel requires the employee to relocate, the employer will be responsible for and will pay the removalist expenses for household goods, including fares and transport charges for the employee and the employee's immediate family who reside with the employee at the time of the transfer.

3.6.6 Travel Allowance

Where the Company requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of:

Date Agreement takes effect
\$0.74

3.6.7 Liquor Licence

An employee who is required by the Company, to hold a liquor licence under a relevant State or Territory law will be paid the following weekly allowance:

Date Agreement takes effect	1 Jan 13
\$26.32	\$26.71

3.6.8 Higher Duties Allowance

An employee required by the Company to perform work for which a higher rate than the employee's ordinary rate is prescribed by this agreement shall be paid the higher rate for any time worked in the higher role.

3.6.9 First Aid Allowance

Where an employee who holds an appropriate and valid first aid qualification, and is appointed by the Company to perform first aid duties, they shall be paid an allowance per hour, for every hour worked:

- (a) All States and Territories, other than employees who were employed in Queensland and received first aid allowance as at the commencement of this Agreement.

	Date Agreement takes effect	1 Jan 13
Per Hour	\$0.31	\$0.31

- (b) Employees employed in Queensland and who received first aid allowance as at the commencement of this Agreement shall continue to be paid the daily or weekly rate (as applicable) as specified in the National Supermarket Agreement

2009, provided that the employee maintains an entitlement to the allowance under this Agreement.

For the avoidance of doubt, entitlement to the allowance ceases if:

- i. The employee is no longer covered by this Agreement for any reason
- ii. The employee no longer holds an appropriate and valid first aid qualification, or;
- iii. The employee no longer elects to perform first aid duties.

This rate shall be frozen until the first aid allowance prescribed in sub clause 3.6.9 (a) above equals the equivalent hourly rate the employee received as specified in the National Supermarket Agreement 2009 and thereafter employees will be paid as per sub clause 3.6.9(a) above.

3.6.10 Forklift Allowance

An employee who holds a valid forklift licence and is appointed by the Company to operate a ride-on forklift as part of their regular job role will be paid an allowance per hour, for every hour worked:

	Date Agreement takes effect	1 Jan 13
Per Hour	\$0.42	\$0.43

3.7 STATE SPECIFIC ALLOWANCES

3.7.1 Western Australian Allowances

3.7.1.1 Western Australia Location Allowance

The provisions of the General Order of the Western Australian Industrial Commission under Section 50 of the Industrial Relations Act 1979 with respect to Location Allowances shall apply to all employees engaged under the terms of this Agreement at workplaces in locations specified in that Order. Notwithstanding this, to be entitled to payment for the rate for a "dependant" or "partial dependant" as defined in the General Order, the employee shall forward to the company upon engagement and, thereafter, at each twelve month anniversary of hire, a statutory declaration (or other such reasonable proof) that the employee has dependants or partial dependants. Failure to provide such proof shall entitle the company to pay the employee the minimum rate prescribed by Clause 2 of the General Order.

3.7.2 South Australia (inc Broken Hill)/Northern Territory Allowances

3.7.2.1 District Allowance

The District Allowance does not apply to Bakers/Pastrycooks and Apprentice Bakers/Pastrycooks in the Northern Territory.

Employees who were employed by the Company in the Northern Territory prior to 1 November 1993 shall be entitled to the following District Allowance:

- (a) Adults - \$16.60 North of the 20th parallel of South Latitude. Adults - \$9.30 South of the 20th parallel of South Latitude.

- (b) Junior employees shall receive payment of a District Allowance in the same proportion as their wages are expressed on the wage scales as set out in clause 3.2 of this agreement.
- (c) Part-time and casual employees shall receive a District Allowance on a pro-rata basis. Such basis shall be divided by 38 and multiplied by the ordinary weekly hours for which the part-time or casual employee is employed.
- (d) The District Allowance shall be used in the calculation of all payments in this agreement except overtime payments.

3.7.2.2 Key Holder Allowance

Employees who are store key holders are entitled to the following allowance per day or per week when required to open or close the store and activate or deactivate the alarm system.

	Date Agreement takes effect	1 Jan 13
Per Day	\$2.69	\$2.73
Per Week	\$13.57	\$13.77

3.7.2.3 Cold Work Disability Allowance

- (a) Employees principally employed on any day to enter cold chambers and/or to stock and refill refrigerated storages such as dairy cases or freezer cabinets shall be paid the following allowance per hour or part thereof whilst so employed; and
- (b) Meat Unit employees principally employed on any day to enter the Meat Unit cool room, and/or stock and refill the meat cabinet shall be paid the following allowance per hour or part thereof whilst so employed (an aggregate of 20 minutes in the hour shall be regarded as one hour's work):

	Date Agreement takes effect	1 Jan 13
Per Hour	\$0.29	\$0.30

- (c) An employee required to work in a cold chamber where the temperature is less than 0°C shall be paid the following allowance per hour. (An aggregate of 20 minutes in the hour shall be regarded as one hour's work):

	Date Agreement takes effect	1 Jan 13
Per Hour	\$0.56	\$0.57

3.7.3 Victorian Allowances

3.7.3.1 Meat Employees Only

In addition to the weekly wage rates all employees shall receive a cold preparation area allowance of \$3.50 per week. This allowance is in recognition of the chilled climate that meat department staff must work in. The allowance is not for all purposes of the Agreement and will be paid on a pro-rata hourly basis.

3.7.3.2 Cold Work Disability Allowance (excluding meat employees)

- (a) Employees principally employed on any day to enter cold chambers and/or stock and refill refrigerated storage such as dairy cases or freezer cabinets shall be paid 23 cents per hour or part thereof whilst so employed.
- (b) Provided that an employee required to work in a cold chamber, where the temperature is below 0 degrees Celsius, shall be paid in addition to the rate prescribed in paragraph (a) above 34 cents per hour. An aggregate of 20 minutes in the hour shall be regarded as one hours work.

3.7.4 Queensland Allowances

3.7.4.1 Meat Unit Cold Work Disability Allowance

- (a) Employees principally employed on any day to work within the Meat Unit shall be paid the specified weekly cold work disability allowance, or in the case of a casual or part-time employee, shall be paid the applicable hourly rate.
- (b) The Meat Unit Cold Work Disability Allowance is as scheduled:-

	Date Agreement takes effect	1 Jan 13
Full time (weekly)	\$13.10	\$13.30
Part-time / Casual (hourly)	\$0.38	\$0.38

3.7.4.2 Freezer Disability Allowance

- (a) Employees whose primary function is the handling or loading of goods into or out of Freezer rooms (i.e.: rooms with an inside temperature, falling below 0 Degrees Celsius) shall be paid a weekly Disability Allowance, or in the case of a casual or part-time employee, shall be paid the hourly rate:-

	Date Agreement takes effect	1 Jan 13
Rate	\$13.01	\$13.21

- (b) A part-time or casual employee whose duties require the handling or loading of goods into or out of Freezer Rooms, but is not their primary responsibility as outlined above shall be paid on an hourly basis for the number of hours requiring continued duties in the Freezer Room at an hourly rate of:-

	Date Agreement takes effect	1 Jan 13
Rate	\$0.35	\$0.35

- (c) Provided that employees who are not normally employed in the handling or loading of goods into or out of Freezer rooms (i.e. required to enter the Freezer room from time to time, but this duty is incidental to their main functions), but are instructed by their Company to carry out such functions shall be paid a Disability Allowance at the hourly rate applicable to casual and part-time employees whilst so employed.
- (d) This allowance is not applicable to employees performing duties on the trading floor in the Dairy or Perishables areas.

3.7.5 New South Wales / ACT Allowances

3.7.5.1 Stocktake Teams

The following sub clauses shall apply exclusively to Stocktake Team Members operating in NSW/ACT.

A NSW/ACT Stocktake Team member shall not travel more than 30 kilometres in a round trip per day using his/her own vehicle without payment of the Travel Allowance.

3.7.5.1.1 Travel Time

- (a) Where the Company organises and provides suitable transport from a pick up point, Stocktake Team Members will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point. Provided that travel time will not be paid as outlined in sub clauses 3.7.5.2 (b) (ii) and (c) (ii).

(b) Sydney and Newcastle Area

- (i) When travelling to provincial country stores employees shall be paid at ordinary time rate for all times spent travelling beyond:

Sydney Area	Newcastle Area
Waterfall	Maitland
Rosemeadow/Camden	Kurri Kurri
Emu Plains	Swansea
Berowra	Raymond Terrance
Kurrajong	Williamtown

- (ii) However, where overnight accommodation is arranged by the Company, an employee is not entitled to payment for any travel time from accommodation to a store, or from a store to the accommodation where the travel is within the boundaries of the same provincial town.

(c) Wollongong Area

- (i) When travelling to provincial country stores employees shall be paid at ordinary time rate for all times spent travelling beyond:

Wollongong Area
Kiama
Bulli Lookout
Wilton
Robertson

- (ii) However, where overnight accommodation is arranged by the Company, an employee is not entitled to payment for any travel time from the accommodation to a store, or from a store to the accommodation where the travel is within the boundaries of the same provincial town.

3.7.5.2 Freezer Allowance

Employees whose function is the handling or loading of goods into or out of freezer cabinets, for the majority of total weekly hours worked, shall be paid a freezer allowance.

Full time employees shall be paid a weekly allowance and a pro rata amount in the case of part-time and casual employees:

	Date Agreement takes effect	1 Jan 13
Rate	\$10.61	\$10.77

4: HOURS OF WORK, ROSTERING, PENALTIES AND OVERTIME

4.1 HOURS AND ROSTERING

As the Company is a 24 hour operation, other than in WA non-extended trading stores, the ordinary hours of work may be rostered at any time across the seven days of the week, Monday to Sunday, subject to saving provisions.

In WA non-extended trading stores, the ordinary hours of work may be rostered at any time across the 6 days of the week, Monday to Saturday. Notwithstanding the foregoing, an employee may be rostered to work ordinary hours from 10.00pm Sunday where the majority of hours on that shift are performed on the following Monday.

However, the employee may be entitled to overtime (or time in lieu) or penalty payments, provided the conditions of this Agreement are satisfied.

4.2 38 ORDINARY HOURS

The ordinary hours of work of employees shall not exceed an average of 38 hours per week averaged over a 4 week roster cycle, and save for meal times prescribed all time between the actual commencing time and the actual ceasing time shall count and shall be paid as time worked.

4.3 ROSTER FOR FULL TIME AND PART TIME EMPLOYEES

Full-time and part-time employees on engagement shall be notified of their roster, which shall specify:

- the quantum of ordinary hours to be worked each week; and
- the days of the week on which such work is to be performed; and
- the commencing and ceasing times of such hours of work for each day of the week on which work is to be performed.

4.4 DISPLAY OF ROSTER

The Company shall display the current starting and finishing times for each employee for each day of the week. The Company shall retain superseded notices for 12 months.

4.5 CHANGE OF ROSTER

4.5.1 The Company will at times need to make roster changes. The Company will be mindful of the employee's needs, including family responsibilities, secondary and tertiary study commitments, religious observance, genuine existing sporting commitments in which the employee is actively participating, and have scheduled attendance times of a competitive nature and safe transport home, when contemplating such roster changes.

4.5.2 The Company will not frequently vary the employee's roster.

4.5.3 A change to a permanent employee's roster may occur

- upon not less than 7 days notice, or
- by agreement between the employee and the Company without notice.

4.5.4 Should an employee disagree with any roster change they shall be provided with a minimum of 14 days notice in lieu of 7 days during which time there shall be

discussions aimed at resolving the matter in accordance with the Grievance Procedure.

- 4.5.5** Where an employee's roster is changed for a once only event and the roster reverts back to the previous pattern the following week the work shall be paid at overtime, except where the change is by mutual agreement.

4.5.6 Bakery and Replenishment Team Members

This provision relates exclusively to Bakery and Replenishment Team Members, who are engaged in Night Work.

- 4.5.6.1** Where a Bakery or Replenishment Team Member is required by the Company to change their roster, so that Night Work is reduced or eliminated, the Company undertakes to maintain the Bakery or Replenishment Team Member's former weekly take home pay and any applicable wage increases under this Agreement as if the roster was not changed, for a period of eight weeks after the notice period in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable) is exhausted. After such period, employees will be paid the applicable rate for their new rostered hours as per sub clause 4.13.
- 4.5.6.2** Where a Bakery or Replenishment Team Member is required to change their roster as outlined in sub clause 4.5.6.1, they may take a period of accrued Annual Leave paid at a rate no less than their former weekly take home pay and any applicable wage increases under this Agreement together with annual leave loading (subject to sub clause 8.1.7), provided that:
- a) such requests for Annual Leave is made during the roster notice period, as outlined in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable), or a request for Annual Leave has previously been approved;
 - b) the request for Annual Leave is approved by the Company in accordance with sub clause 8.1.2, and;
 - c) the period of Annual Leave commences within 4 months after the notice period in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable) is exhausted.
- 4.5.6.3** In this clause:
- a) A Bakery Team Member means an employee whose primary duties require production in the area of baking and /or pastry cooking and who is engaged in Nightwork.
 - b) A Replenishment Team Member means an employee whose primary duties are replenishing and/or maintaining stocks of goods and who is engaged in Nightwork.
 - c) Night Work shall mean ordinary hours worked after 10.00pm and before 6.00am.

4.6 ROSTERING PRINCIPLES FOR FULL-TIME AND PART-TIME EMPLOYEES

4.6.1 Full Time Employees

- 4.6.1.1** All full-time employees shall be rostered their ordinary hours of work on any five days of the week, Monday to Sunday (Monday to Saturday in WA non-extended trading stores) inclusive. Provided that the ordinary hours may be worked on 6 shifts in 1 week if in the following week ordinary hours are worked on not more than 4 shifts.

4.6.1.2 Working cycles for full-time employees:

(a) In states and territories other than Queensland:

- (i) All rosters for full-time employees shall provide 152 ordinary hours on not more than 19 working days in any 4 week cycle, unless specific written agreement exists for work on 20 days, between the employee and the company.
- (ii) New full-time employees will be offered two rosters; one roster with an RDO and another without an RDO, with the employee to choose their preferred roster.
- (iii) A 19 day roster which is offered as an alternative to a 20 day roster to an existing or new employee should not be unnecessarily different to the 20 day roster.
- (iv) Any full-time employee working a roster without an RDO can, at their election at any time, convert to an RDO roster with 1 month's notice to the Company.

(b) In the State of Queensland:

All rosters for full-time employees shall provide 152 ordinary hours on not more than 20 working days in any 4 week cycle. Where the employee is rostered on a 20 day rostered cycle in each four weeks, the Company shall guarantee the employee on one day each week no more than 5 hours shall be rostered in the first half of the shift, or no more than five hours shall be rostered before midday or after midday, to enable the employee to obtain maximum useful time off duty.

- 4.6.1.3** An employee shall be provided 2 consecutive days off in a week (normally working 5 days each week) or 3 consecutive days in a fortnight (normally working a 6/4 roster).
- 4.6.1.4** At least once in every 2 weeks an employee shall be granted 2 consecutive days off, which shall be a Fri/Sat, Sat/Sun or Sun/Mon, except where an employee requests an alternative roster arrangement
- 4.6.1.5** Requests for 2 consecutive days to be Sat/Sun, once in every 4 weeks, shall not be unreasonably refused
- 4.6.1.6** An employee who works ordinary hours on a Sunday shall be given 3 consecutive days off which shall include Saturday and Sunday, once every 4 weeks. By mutual agreement alternative arrangements may apply.
- 4.6.1.7** The minimum number of ordinary hours which may be worked on any one day shall be 4 hours. The maximum number of ordinary hours which may be worked on any day shall be 10.5 hours.
- 4.6.1.8** There shall not be more than one long day in any week or 3 in a fortnight. A long day is defined as a day exceeding 9 ordinary hours of work.
- 4.6.1.9** By mutual agreement, 4 days in excess of 9 hours may be rostered in each week to achieve a 4 day working week.
- 4.6.1.10** No employee shall work more than 6 consecutive days.

- 4.6.1.11** The maximum number of ordinary hours an employee may be rostered to work in any week shall be 48.

4.6.2 Part Time Employees

- 4.6.2.1** All part-time employees shall be rostered their ordinary hours of work on any 5 days of the week, Monday to Sunday (Monday to Saturday in WA non-extended trading stores) inclusive. Provided that the ordinary hours may be worked on 6 shifts in 1 week if in the following week ordinary hours are worked on not more than 4 shifts i.e. 6/4 Roster.
- 4.6.2.2** An employee shall be provided 2 consecutive days off in a week (normally working 5 days each week) or 3 consecutive days in a fortnight (normally working a 6/4 roster).
- 4.6.2.3** At least once in every 2 weeks an employee shall be granted 2 consecutive days off, which shall be a Fri/Sat, Sat/Sun or Sun/Mon, except where an employee requests an alternative roster arrangement.
- 4.6.2.4** Request for 2 consecutive days to be Sat/Sun, once in every 4 weeks (in accordance with sub clause 4.6.2.3), shall not be unreasonably refused for employees who work 20 days in any 4 week cycle.
- 4.6.2.5** An employee who works ordinary hours on a Sunday shall be given 3 consecutive days off which shall include Saturday and Sunday, once every 4 weeks. By mutual agreement alternative arrangements may apply.
- 4.6.2.6** The minimum number of ordinary hours which may be worked on any one day shall be 3 hours. The maximum number of ordinary hours which may be worked on any day shall be 10.5 hours.
- 4.6.2.7** There shall not be more than one long day in any week or 3 in a fortnight. A long day is defined as a day exceeding 9 ordinary hours of work.
- 4.6.2.8** A part-time employee shall not be required to work in excess of 6 consecutive days
- 4.6.2.9** The maximum number of ordinary hours an employee may be rostered to work in any week shall be 38, or 48 in peak periods in accordance with sub clause 2.5.2.
- 4.6.2.10** A part-time employee's hours may be reduced subject to the following procedure (Savings provision applies to employees in Victoria as per sub clause 13.3.4):
- (a)** A part-time employee's hours will not be reduced before a casual's hours.
 - (b)** Where there is a business need to reduce hours in a particular area of a store, the Company will first reduce casual hours in that area.
 - (c)** Where the Company needs to further reduce hours and this will necessitate the reduction of a part-time employee's hours, the Company will first offer to the part-time employee any alternative hours to be worked in the store, within the employee's skills and availability.

In order to provide alternative hours for the part-time employee, casual hours in other areas of the store may be reduced.

- (d) If the Company still needs to reduce hours and this will necessitate the reduction of a part-time employee's hours, the Company will call for volunteers to reduce hours, call for volunteers to redeploy to another store and call for volunteers to take leave of absence including unpaid leave.
- (e) A part-time employee's hours will not be reduced by more than 20% in a part-time employee's anniversary year, nor to below the minimum number of hours for a part-time employee.
- (f) Where additional permanent hours become available in the store and the employee has proven and demonstrated skills and competencies for the position where the hours have become available, then that employee will have preference to the additional hours of work ahead of other part-time employees who have had no reduction in hours (as per sub clause 4.6.2.9), casual employees, and new part-time employees.
- (g) Any dispute with respect to the application of this clause will be addressed pursuant to Clause 9 Grievance Procedure.

4.6.2.11 Subject to appropriate skills and availability, and all things being equal, any extra hours of work will be offered to part-time employees ahead of casuals.

4.7 REGISTER OPERATION

A fulltime, part-time or casual employee will not be required to work on a register for more than 8 hours on any one shift.

4.8 DELAYED START

4.8.1 If due to circumstances beyond the control of the Company, a delivery is delayed and a part-time or casual employee has no alternative work to perform, the following procedure will apply:

- 4.8.1.1** If after consideration, there are no alternative duties for the employee at their usual starting time, the Company may, with at least 2 hours notice for the employee, request a delay to the start of the employee's shift;
- 4.8.1.2** The maximum postponement from the original start time is 2 hours;
- 4.8.1.3** A delayed start cannot reduce the total number of hours that an employee was rostered to work; and
- 4.8.1.4** An employee may refuse a request if they have a family responsibility, a transport issue, a study commitment or other genuine commitment.

4.9 REMOTE MINING COMMUNITIES

Notwithstanding the rostering and overtime provisions contained in Part 4 of this Agreement, an employee, employed in stores which are in close proximity to remote/isolated mining communities e.g. Roxby Downs, Mt Isa, Kalgoorlie etc.; may through mutual agreement with the Company and at the instigation of the employee, work any rostering arrangement which is so agreed. Where such alternate rosters are agreed and worked the overtime provisions at Clause 4.14 shall not apply to those hours so agreed. By the provision of 1 month's notice, an employee may revoke their agreement under this clause, and shall be provided a roster in accordance with clause 4.6 of this Agreement.

4.10 MAKE-UP TIME

Full-time and part-time employees who are unable to work a part of their ordinary rostered hours due to some unforeseen pressing family matter, may elect, with the mutual agreement of the Store Manager to make up the number of hours lost, at some arranged time convenient to the Company, within the next 28 days.

4.11 BREAK BETWEEN ENGAGEMENT ON ONE DAY AND THE NEXT DAY

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

This clause shall not apply to the break between additional shifts worked in accordance with clause 4.12.

4.12 ADDITIONAL SHIFTS

4.12.1 Part-time and casual employees cannot be required to commence work on more than one occasion on any day. However part-time and casual employees may be engaged on a voluntary basis on an additional shift each day provided that:

- (a) No more than two engagements shall be worked on any one day;
- (b) A minimum of 3 hours work shall apply for the original rostered shift and 3 hours for the additional shift;
- (c) A minimum break of not less than 2 hours shall apply between the cessation of the original rostered shift and the commencement of the additional shift;
- (d) The maximum hours of work per day as prescribed in this Agreement shall apply;
- (e) Where a second engagement occurs on any one day, a 10 hour break shall be observed between the cessation of work on that second shift and the commencement of the next shift;
- (f) The first shift and the additional shift will count as one start for the purposes of other rostering provisions.

4.12.2 The arrangement shall be on a voluntary basis where the employee may revoke the agreement to work an additional shift at any time prior to the commencement of that additional shift.

4.13 LOADINGS

Loadings for Certain Ordinary Hours

The loadings prescribed below shall be paid for such ordinary hours worked:

	FT & PT Employees	Casual employees inclusive of 20% casual loading
Monday – Friday from Midnight to 5am	30%	50%
Saturday – from Midnight Friday to 5am Saturday	30%	50%
Saturday – from 10pm to Midnight Saturday	25%	45%
Sunday – from Midnight Saturday to 6am Sunday	100%	120%
Sunday – from 6am Sunday to 9pm Sunday	50%	70%
Vic, WA and TAS		
Sunday – from 9pm Sunday to Midnight Sunday	100%	120%
SA/NT, NSW/ACT and QLD		
Sunday – from 9pm Sunday to Midnight Sunday	75%	95%

The loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime, and personal leave subject to Victorian savings provisions.

4.14 OVERTIME

4.14.1 Overtime Entitlement

An employee shall be paid overtime for all work in excess of:

- (a) 152 hours per 4 week cycle for full-time employees in accordance with the roster provisions.
- (b) 20 days per 4 week cycle, or 19 days for full time employees working a 19 day 4 week cycle, in accordance with the roster provisions subject to sub clause 4.6.1.2.
- (c) 9 hours on any one day. Provided that up to 10.5 hours may be worked without the payment of overtime, in accordance with sub clauses 2.5.2, 2.7.10, 4.6.1.6, 4.6.1.7 or 4.6.2.5.
- (d) 144 hours per 4 week cycle for a part-time employee.
- (e) 38 hours in any one week for part-time and casual employees, other than when 48 hours are worked in one week in accordance with sub clauses 2.5.2 and 2.7.10.
- (f) 48 hours in any individual week for a full-time employee.

4.14.2 Rate of Pay

The rate of overtime shall be 150% for the first 2 hours on any one day and at the rate of 200% thereafter. All overtime worked on a Sunday shall be paid at the rate of 200%. All overtime worked on a public holiday shall be paid in accordance with clause 7, Public Holidays.

4.14.3 Overtime on a Non-working Day

Employees who work overtime on their non-working day shall be paid at the normal overtime rate with a minimum of 3 hours. This provision will operate to the exclusion

of part time employees who work additional hours in accordance with sub clause 2.6.1.

4.14.4 Work Outside of Roster

Notwithstanding the above where a full-time and part-time employee is requested to work:

- before the employee's regular commencing time on any day;
- after the employee's regular ceasing time on any day;
- on a day in substitution for another work day;
- and for which 7 days notice has not been given, then such other hours of work shall be paid for at overtime rates, unless the employee has expressly agreed to work those other hours as part of a roster change, or additional hours in accordance with paragraph 2.6.1, and be paid at ordinary rates of pay.

4.14.5 Sunday work in WA non-extended trading stores

Other than work performed in accordance with clause 4.1, all work performed on Sundays in WA non-extended trading stores shall be overtime, and paid at the applicable overtime rate.

4.14.6 Time off in lieu of Overtime

- (a) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the overtime equivalent. For example, if the employee works 1 hour of overtime and elects to take time off in lieu of payment, the time off would equal 1.5 hours or, where the rate of pay for overtime is double time, 2 hours.
- (c) The Company shall provide payment, at the rate provided for the payment of overtime in the agreement, for any overtime worked under paragraph 4.14.6 (a) where such time off is not taken within 4 weeks of accrual.
- (d) Each period of overtime shall stand alone and there shall be a fresh decision by the employee on each occasion.

4.14.7 Call Back

Where employees are called back to work for some unforeseen emergency, including the resetting of alarms, the employee shall be paid overtime at the appropriate rate for a period of not less than 2 hours on each occasion, inclusive of travelling time to and from the employee's home. This provision will operate to the exclusion of sub clause 4.11.

5: VICTORIA AND TASMANIA MEAT EMPLOYEES

5.1 VICTORIA MEAT EMPLOYEES

5.1.1 These special provisions apply to Butchers, Meat Assistants and Meat Packers/Cabinet Attendants employed in Victoria.

(a) The number of apprentices and juniors on probation in any store shall not exceed one to two or fraction of two butchers employed in the same store

5.2 TASMANIA MEAT EMPLOYEES

5.2.1 These special provisions apply to Butchers; Meat Assistants and Meat Packers/Cabinet Attendants employed in Tasmania.

5.2.2 Overtime

An employee required to work overtime on a day free of duty shall be entitled to a minimum payment of 4 hours.

5.2.3 Sunday Work

Sunday work can form part of ordinary hours.

6: MEAL BREAKS AND REST PAUSES

6.1 FIRST REST PAUSE

Each employee who works 4 hours or more on any engagement shall be provided a rest pause of 15 minutes. The period of the break shall be inclusive of reasonable walking time. A rest pause shall be counted and paid for as time worked. No rest pause shall be given or taken within 1 and a half (1/2) hours of the employee's commencing time, within 1 hour of an employee's ceasing time or within 1 hour before or after any meal or crib break. The timing of the rest pause shall accommodate the needs of the business.

6.2 SECOND REST PAUSE

When 7 hours or more are worked, the employee shall be provided a second paid rest pause of 15 minutes. The period of the break shall be inclusive of reasonable walking time. A rest pause shall be counted and paid for as time worked. No rest pause shall be given or taken within 1 and a half (1/2) hours of the employee's commencing time, within 1 hour of an employee's ceasing time or within 1 hour before or after any meal or crib break. The timing of the rest pause shall accommodate the needs of the business.

6.3 MEAL BREAKS

- (a) An employee who works more than five ordinary hours on any day shall receive an unpaid meal break of between 45 and 60 minutes duration. A 30 minute meal break may be taken by mutual agreement. Employee requests to take a 30 minute meal break will not be unreasonably refused.
- (b) Provided that the meal break referred to shall be given and taken so that no employee shall work more than five consecutive hours without a meal break.

6.4 CRIB BREAKS

An employee engaged for a majority of hours on night work shall be entitled to a paid crib break of 20 minutes (30 minutes in Victoria) duration when working more than 5 hours. This is instead of an unpaid meal break.

- (a) Provided that when 8 hours or more are worked, a paid crib break of 30 minutes shall be provided.
- (b) Night work means ordinary hours worked after 10.00pm and before 6.00am.

7: PUBLIC HOLIDAYS

7.1 HOLIDAYS

Full Time and Part Time employees shall be entitled to a day off, without loss of pay, where the employee would ordinarily be rostered to work on the following days:

New Years Day	Anzac Day
Australia Day	Labour Day (8 hour day) or May Day (in Northern Territory)
Good Friday	Queen's Birthday (Sovereign's Birthday in WA)
Easter Saturday (except Tasmania)	Christmas Day
Easter Monday	Boxing Day

7.1.1 The following days shall be taken in addition to the days named above, or in lieu of where stated:

STATE	PUBLIC HOLIDAY
Victoria	Melbourne Cup Day provided that where a local day is proclaimed, or gazetted in a locality outside the Metropolitan Area and Melbourne Cup Day is not proclaimed or gazetted in the locality then the local day shall be taken as a full day public holiday in lieu of Melbourne Cup Day. Union Picnic Day shall be an additional public holiday in Victoria for meat employees on the third Monday in January. Provided that a meat employee may elect to take the third Wednesday in January as Union Picnic Day in lieu of the third Monday.
Western Australia	Foundation Day
Northern Territory	Show Day as regionally observed and Picnic Day
South Australia	Adelaide Cup Day (as observed in relevant localities), Picnic Day Port Pirie (as observed in relevant localities), Picnic Day Broken Hill (on same day as Adelaide Cup Day), Picnic Day Broken Hill Meat Unit employees (first Monday in March), Butcher's Picnic Day for Meat Unit employees who were employed as at 1 June 2000 under the Woolworths SA Pty Ltd Meat Certified Agreement (first Monday in March). Part-day holidays on Christmas Eve and New Year's Eve (if those part-days are legislated, proclaimed or gazetted).
ACT	Canberra Day and in addition, Family & Community Day to be observed on the first Tuesday in November or other day as nominated by the ACT Government as a community holiday.
NSW	Picnic Day (shall be the first Tuesday in November). Easter Sunday (if legislated, proclaimed or gazetted)
Queensland	Exhibition Day or the appropriate Regional Show day
Tasmania	Show Day (as defined), Recreation Day in the North and Regatta Day in the South.

7.2 HOLIDAYS IN LIEU

- 7.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 7.2.2** When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 7.2.3** When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

7.3 ADDITIONAL HOLIDAYS

Full-time and part-time employees shall be entitled without loss of pay to an additional public holiday or part-day within the State, Territory or Locality, when such public holiday or part-day public holiday is legislated, proclaimed or gazetted other than on a day set out in sub clauses 7.1 or 7.2, and is to be observed generally by persons through the State, Territory or Locality.

Provided that, in NSW (excluding the County of Yancowinna) and the ACT, such additional regional or local public holiday or part-day public holiday shall be treated as additional paid time off or pay in lieu, but work performed on those days or part-days shall not attract public holiday penalty rates.

7.4 SUBSTITUTED DAYS

Where a store opens for trade on an actual public holiday which has had the substitution provision of sub clause 7.2 applied, the following shall apply:

- 7.4.1** If a full-time or part-time employee is ordinarily rostered to work on the actual public holiday and the substituted day, then that employee shall elect which day shall be the public holiday and receive the standard public holiday benefits on that day. The other day shall then be a normal rostered day subject to paragraph 7.4.4 below. If the employee elects for the Public Holiday under this Agreement to be on a day which is not a public holiday under the Fair Work Act 2009 (or, in 2009, the Workplace Relations Act 1996) then the employee will also be regarded as having agreed to substitute the holiday under the legislation to the day so elected.
- 7.4.2** If a weekly employee is rostered to work on the actual public holiday and not the substituted day, the employee shall receive the standard public holiday benefits on the actual day.
- 7.4.3** If a full time or part time employee is rostered to work on the substituted day and not the actual Public Holiday, the employee shall receive the public holiday benefits on the substituted day.
- 7.4.4** In the case of Christmas Day where substitution occurs, work on the 25th December will attract an additional loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate and the employee will also be entitled to the benefits of the substituted public holiday.
- 7.4.5** Casual employees employed on the actual day of the prescribed holiday shall be paid at the normal rate for the day and be paid the relevant holiday rate for the substituted day.
- 7.4.6** "Actual public holiday" means the day that would otherwise be a public holiday if substitution as provided in sub clause 7.2 had not occurred.

7.5 PAYMENT FOR HOLIDAYS NOT TRADED

Where a store does not open for trade on a public holiday and an employee would have been rostered to work on such a day but does not work, the employee shall be entitled:

- 7.5.1** in NSW/ACT, Queensland and SA/NT, to payment for the day based upon their ordinary single hourly rate of pay for the hours normally rostered to work; and
- 7.5.2** in Victoria, Tasmania and Western Australia, to the day without loss of pay, inclusive of any applicable penalties the employee would have received.

Provided that an employee may elect to work with the agreement of the employer and be paid at the rate prescribed by sub clause 7.10.

7.6 HOLIDAYS TRADED

Where a store opens for trade on a public holiday, employees who would normally be rostered to work may volunteer to work the day or part thereof and shall be paid the appropriate penalty for time so worked. Provided that when an employee chooses not to work they shall be paid in accordance with sub clause 7.5.

7.7 HOLIDAY ON A NON-WORKING DAY OR A ROSTERED DAY OFF (OR A SHORT WORKING DAY IN QUEENSLAND)

- 7.7.1** A full-time employee whose non-working day falls on a public holiday prescribed under sub clauses 7.1, 7.2 or 7.3 (but not 7.10.3) and a part-time employee who works an average of 5 shifts per week whose non-working day falls on a public holiday prescribed under 7.1, 7.2 or 7.3 (but not 7.10.3) shall receive by mutual agreement either:

- another day off in lieu to be taken either within 28 days after the holiday falls or during the week prior to the holiday; or
- the addition of an equivalent day's pay; or
- 1 extra day added to annual leave.

Provided that the above shall not apply to Anzac Day or Easter Saturday for NSW/ACT and SA/NT.

Provided that the above shall not apply to Anzac Day for Victoria or Tasmania.

Provided that the above will not apply to additional holidays legislated, proclaimed or gazetted by a State or Territory as provided in clause 7.10.3.

Provided that the above will not apply to any part-day public holiday on Christmas Eve or New Year's Eve.

- 7.7.2** A full time employee whose RDO falls on a public holiday shall receive by mutual agreement either:

- another day off in lieu to be taken either within 28 days after the holiday falls or during the week prior to the holiday; or
- the addition of an equivalent day's pay; or
- 1 extra day added to annual leave.

- 7.7.3** A full-time or part-time employee shall be entitled to the above provisions where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.
- 7.7.4** For the purpose of sub clauses 7.7.1 to 7.7.3, for full-time employees, "day" shall mean 8 hours. In respect of part-time employees "day" shall mean the average number of contract hours rostered per day for the employee prior to the public holiday in the 4 week cycle.
- 7.7.5** A full-time employee based in a Queensland supermarket whose short working day falls on a public holiday shall receive, by mutual agreement either:
- additional wages, based on ordinary time earnings, equal to the difference between 7.6 hours and the number of hours actually worked, or
 - additional annual leave equal to the difference between 7.6 hours and the number of hours actually rostered, or
 - hours off in lieu with pay, equal to the difference between 7.6 hours and the number of hours actually rostered at a mutually agreed time within 21 days either before or after a public holiday falling due.

7.8 ABSENCE PRIOR TO / OR FOLLOWING A HOLIDAY

An employee who fails to attend for a rostered shift on the day before or the day after any public holiday shall provide to the Company documentation in accordance with the relevant leave provision of this Agreement.

7.9 WORK ON A PUBLIC HOLIDAY

Work on a public holiday is voluntary for all employees. An employee who elects to work shall be paid at the rate prescribed by sub clause 7.10.

7.10 RATE OF PAY

- 7.10.1** Work done on any public holiday prescribed in sub clause 7.1 and 7.2 by a full-time or part-time employee shall be paid at the rate of 250% with a minimum payment as for 3 hours work.
- 7.10.2** Work done on any public holiday prescribed in sub clause 7.1 and 7.2 by a casual employee shall be paid at the rate of 270% with a minimum payment as for 3 hours work.
- 7.10.3** Work done by an employee on any day which the Company is required to recognise as a public holiday under the Fair Work Act 2009 in respect of that employee (not being a day otherwise designated as a public holiday for that employee under sub clauses 7.1 to 7.4) will nevertheless be voluntary and paid at the rates set out in sub clauses 7.10.1 and 7.10.2 where:
- (a) if Boxing Day falls on a Saturday, the additional holiday falls on either 26 December or 28 December;
 - (b) if Christmas Day falls on a Saturday and Boxing Day falls on a Sunday, the additional holiday(s) falls between 25 December and 28 December;
 - (c) if Christmas Day falls on a Sunday, the additional holiday falls between 25 December and 27 December (inclusive);

- (d) if New Year's Day falls on a Saturday, the additional holiday falls on either 1 January or 3 January;
- (e) if New Year's Day falls on a Sunday, the additional holiday falls on either 1 January or 2 January.

If a full-time or part-time employee is rostered to work on such a day, and chooses not to work, then the employee will be paid in accordance with sub clauses 7.5 and 7.6.

7.11 TIME OFF IN LIEU (TOIL) FOR WORKING A PUBLIC HOLIDAY

- 7.11.1 Time off in lieu of payment of the penalty rate prescribed for work on a public holiday pursuant to this clause may be provided only if an employee so elects and it is agreed by the Company.
- 7.11.2 Such time off in lieu must be taken at a mutually convenient time and within 21 days before or after the public holiday.
- 7.11.3 Such time off in lieu, when taken, shall be paid at the employee's usual rate, including any applicable penalties.
- 7.11.4 Time off in lieu must equate to the penalty rate.
 - *For example, if the employee works 3 hours on a public holiday and the additional penalty rate is time and a half and the employee elects to take time off in lieu of payment, the time off would equal 4.5 hours.*
- 7.11.5 Should the employee not take their TOIL within the 21 days after a public holiday they will be paid the public holiday entitlement.
- 7.11.6 An employee volunteering to work a public holiday and electing to accrue time off in lieu instead of full payment will not be rostered to work in preference to those employees who wish to be paid for working a public holiday.

7.12 PICNIC DAY (NSW) AND FAMILY AND COMMUNITY DAY (ACT)

- 7.12.1 All full-time employees, and part-time employees who work an average 5 days per week or a roster which includes at least one Tuesday in the roster cycle, shall be entitled to Picnic Day in NSW or Family and Community Day in ACT as follows:
 - In the Australian Capital Territory, Family and Community Day will be observed on the first Tuesday in November or any other day as nominated by the ACT Government as a community holiday.
 - in New South Wales on the first Tuesday in November each year.
- 7.12.2 Picnic Day in NSW or Family and Community Day in ACT shall be treated as paid time off or pay in lieu but work performed on that day shall not attract public holiday penalty rates.
- 7.12.3 Where a full-time or part-time employee volunteers to work on Picnic Day in NSW, or Family and Community Day in ACT, such employee shall be entitled to the following provisions:
 - another day off without loss of pay;

- such alternate day shall be given and taken not later than 28 days after the Picnic Day in NSW/ Family and Community Day in ACT on a day mutually agreed between the Company and the employee;
- where an employee's employment terminates prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.

Provided that in no circumstances shall an employee forfeit their entitlement to the additional holiday and should such extenuating circumstances arise where the day is not taken as prescribed above it must be given and taken on a day without loss of pay or added to the employee's next period of annual leave.

- 7.12.4** Employees on Annual Leave or Long Service Leave on Picnic Day in NSW or Family and Community Day in ACT, shall have an additional day added to their next period of annual leave.

7.13 ENGAGEMENT ACROSS 2 DAYS

- 7.13.1** Where the majority of a full-time or part-time employee's rostered engagement falls on a public holiday, the entire engagement shall be regarded as the public holiday for all purposes of the Agreement.
- 7.13.2** Where a full-time or part-time employee is rostered for an engagement with an equal number of hours on a public holiday and the day before a public holiday the entire engagement shall be treated as a public holiday for all purposes of the Agreement.
- 7.13.3** Where a weekly employee is rostered for an engagement with an equal number of hours on a public holiday and the day after a public holiday the entire engagement shall be treated as a normal shift for all purposes of the Agreement, provided the weekly employee is entitled to the benefit of sub clause 7.13.2 above. If the weekly employee is not entitled to the benefit of sub clause 7.13.2, then the entire engagement shall be treated as a public holiday for all purposes of the Agreement.
- 7.13.4** Casual employees shall be paid for actual hours worked. The hours worked on a public holiday shall be paid at the rate of 270%. The hours worked on the normal day shall be paid at the ordinary rates and loadings provided for in this Agreement.

7.14 THE THURSDAY EVE BEFORE GOOD FRIDAY, CHRISTMAS EVE AND NEW YEAR'S EVE (IF NOT A PUBLIC HOLIDAY)

Work after 6.00pm on the Thursday Eve before Good Friday, Christmas Eve and New Year's Eve, will be subject to the following provision:

- 7.14.1** Within the reasonable requirements of staffing levels for a store, requests by full-time or part-time employees to not be rostered to work during the above times and days shall not be unreasonably refused. Provided that where the Company is unable to obtain sufficient volunteers to work, the Company will, subject to the Act, retain the right to direct the working of the employee's normal roster.
- 7.14.2** Employees need to advise the Company at least 4 weeks prior to the Thursday Eve before Good Friday, Christmas Eve and New Year's Eve that they do not wish to work at that time or day.
- 7.14.3** The Company will seek volunteers at least 14 days in advance to finalise the rostering needs and advise employees at least 7 days prior.
- 7.14.4** Where an employee's request is granted the hours shall be subject to the normal make up time provision of sub clause 4.10.

- 7.14.5** This provision does not apply in any State, Territory or locality if the relevant day, or a part of the relevant day, is declared or prescribed as a public holiday by or under a law of the State or Territory, and is designated as a public holiday in that State, Territory or locality under sub clause 7.3.

7.15 EASTER SUNDAY (IF NOT A PUBLIC HOLIDAY)

- 7.15.1** Work on Easter Sunday shall be voluntary.
- 7.15.2** Permanent employees rostered to work on Easter Sunday in a store which can trade on Easter Sunday who elect not to work shall select one of the following options:
- (i) The employee shall be rostered to work on another day or time in the 4 week cycle as part of their ordinary hours and be paid the applicable Sunday penalty rate for time so worked.
 - (ii) The employee may take a scheduled RDO (including any TOIL)
 - (iii) The employee may take an annual leave day: or
 - (iv) The employee may take leave without pay for the day.
- 7.15.3** Permanent Employees rostered to work on Easter Sunday in a store which is not able to trade on Easter Sunday shall be given the day off with pay at the ordinary rate.
- 7.15.4** Permanent employees rostered to work on Easter Sunday in a store which can trade who elect to work shall be paid the applicable rate.
- 7.15.5** This provision does not apply in any State, Territory or locality if Easter Sunday is declared or prescribed as a public holiday by or under a law of the State or Territory, and is designated as a public holiday in that State, Territory or locality under sub clause 7.3.

7.16 PART-DAY PUBLIC HOLIDAYS FOR CHRISTMAS EVE OR NEW YEAR'S EVE

Benefits under this clause 7 for any part-day public holiday for Christmas Eve or New Year's Eve will only be extended to full-time or part-time employees in respect of work ordinarily rostered or work performed, and for casual employees in respect of work performed, during the part of the day specified as a holiday.

The relevant penalty rate as prescribed in sub clause 7.10.1 or 7.10.2 will apply only to work performed during the part of the day specified as a public holiday, and no minimum payment is required for that part of the day. However, minimum daily engagement provisions elsewhere in this Agreement must still be met in respect of any overall engagement or shift on the day (e.g. it is possible to have a three hour engagement for a casual or part-time employee from 5:00 pm to 8:00 pm, in which case, assuming the holiday is from 7:00 pm to midnight, public holiday benefits will only be extended in respect of the hour from 7:00 pm to 8:00 pm).

Sub clause 7.13 does not apply to any part-day public holiday for Christmas Eve or New Year's Eve.

7.17 ROSTER CHANGE TO AVOID BENEFITS

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 Holiday or Holidays as if the roster had not been changed.

8: LEAVE PROVISIONS

8.1 ANNUAL LEAVE AND LOADING

8.1.1 Annual Leave Entitlement

In accordance with the Fair Work Act 2009, all full-time and part-time employees shall accrue annual leave on full pay on a monthly basis (equivalent to 152 hours for a full-time employee over a 12 month period, and pro-rata for a part-time employee). Annual leave shall be exclusive of public holidays.

All full-time employees in Broken Hill shall be entitled to accrue an additional period of annual leave equal to 38 hours over the course of each 12 months of continuous service (with this additional leave accruing at the rate of 3.166 hours per month of continuous service). Part-time employees in Broken Hill shall accrue an additional period of annual leave on a pro-rata basis relative to their weekly ordinary hours.

8.1.2 Taking of Annual Leave

8.1.2.1 Annual leave shall be taken at a time mutually agreed upon by the Company and the employee. The Company shall respond to an annual leave request within a 4 week period.

8.1.2.2 Annual leave shall be taken in either:

- (a) A single period of 4 weeks,
- (b) Such other periods as may be mutually agreed.
- (c) Provided that an employee may elect, with the consent of the company, to take annual leave in single days, not exceeding 5 days in any anniversary year, except where an employee applies to the employer, in writing, for additional single days.

8.1.2.3 Consideration shall be given to employees leave requests for leave to coincide with a partners or spouses' leave.

8.1.3 Pro-Rata Annual Leave on Termination

Full-time and part-time employees will be paid their accrued but untaken annual leave on the termination of their employment.

8.1.4 Payment for Annual Leave

Before an employee proceeds on annual leave the employee shall be paid any wages due in respect of the annual leave being taken. An employee may elect not to receive this payment in advance and receive it as per the normal pay cycle during the leave period.

8.1.5 Cashing Out of Annual Leave

An employee, who has an accrued annual leave entitlement in excess of 8 weeks, may make an application to 'cash out' a period of paid annual leave. The Company may approve such application, at its discretion, subject to the following:

- (a) The employee must retain a paid annual leave entitlement of no less than 8 weeks;

- (b) Each 'cashing out' of annual leave must be by a separate agreement, in writing, between the Company and the employee;
- (c) The employee must be paid the amount that would have been payable had the employee taken that period of leave; and
- (d) The employee's annual leave entitlement will be reduced accordingly.

8.1.6 Annual Leave Loading

8.1.6.1 During a period of annual leave taken by an employee, the employee shall receive a loading of 17.5% calculated on the appropriate rate of wage prescribed by clause 3.1.

8.1.6.2 Annual leave loading, as prescribed by sub clause 8.1.6.1, will be paid in respect of untaken annual leave on termination or resignation of employment.

8.1.7 Loadings for Certain Ordinary Hours

Provided that, if the amount to which the employee would have been entitled by way of loadings for certain ordinary hours (not including time on a public holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with sub clause 8.1.6.1, then that amount shall be paid to the employee in lieu of the loading.

NOTE: Savings provisions apply to employees in Victoria (clause 13.3.1).

8.1.8 Illness/Injury during Annual Leave

An employee who is seriously ill/injured requiring a period of hospitalisation that involves overnight admission during annual leave may apply to have annual leave re-credited for the period of illness or injury upon the employee producing a medical certificate from a registered medical practitioner confirming the period and nature of the illness.

A period of illness will be taken as personal leave as provided elsewhere in the Agreement and paid as ordinary time. Savings provisions apply to employees in Victoria as per sub clause 13.3.3

To facilitate the re-crediting of annual leave it will be necessary for the Company to deduct the value of annual leave loading for the period of leave re-credited from the employee's weekly earnings.

8.2 PERSONAL LEAVE

8.2.1 A full-time employee shall be entitled to the equivalent of 11 days paid personal leave per anniversary year. This will equate to 83.6 hours per 12 months of continuous service. Part-time employees shall be entitled to Personal Leave as per a full-time employee on a pro rata basis.

8.2.2 The accrual of personal leave as per sub clause 8.2.1 in an employee's first year of service shall be on a progressive basis, with personal leave in respect of service up to 31 December 2009 being accrued for each four (4) week period of continuous service (and credited each month) and personal leave in respect of service from 1 January 2010 being accrued progressively on a weekly basis.

8.2.3 In the second and subsequent years of service an employee shall receive their personal leave accrual on the anniversary date of their employment.

- 8.2.4** Unused personal leave is cumulative from year to year.
- 8.2.5** Personal leave may be taken by an employee due to their own illness/injury (sick leave). Personal leave can also be taken by the employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member (carer's leave).
- 8.2.6** Personal leave is subject to the following conditions and limitations:
- (a) An employee is not entitled to paid sick leave for any period in respect of which he/she is entitled to workers' compensation;
 - (b) It is expected that the employee will, as far as possible, inform the Company of the inability to attend for work prior to the commencing time, and as far as may be practicable, state the reason for the absence and the estimated duration of the absence;
 - (c) Notwithstanding the Fair Work Act 2009, employees will be entitled to 2 single shift absences per year without having to produce proof of illness, except if the absence is before or after a public holiday. On all other occasions of absence the employee will prove to the satisfaction of the Company, and provide such documentation as required by the Company, that he/she was unable to attend for work on the day or days for which the personal leave is claimed.
- Documentation means:
- (i) if it is reasonably practicable to do so - a medical certificate issued by a registered health practitioner as defined in the Act;
 - (ii) if it is not reasonably practicable to provide the Company with a medical certificate, a statutory declaration made by the employee shall suffice.
- 8.2.7** The Company need not make any payment for any time an employee is absent from work without producing satisfactory evidence in support of a request for paid personal leave.
- 8.2.8** Unused personal leave will not be paid out on termination for any reason.
- 8.2.9** A full time, part time or casual employee may, subject to the Fair Work Act 2009, take unpaid carer's leave for the purpose of providing care and support for a member of their immediate family or a member of the employee's household who requires care or support because of personal illness, or injury of the member, or an unexpected emergency affecting the member. Unpaid carer's leave can only be taken when the employee's entitlement to paid personal leave has been exhausted. Unpaid carer's leave may be taken as a single, unbroken, period of 2 days, or two separate periods of 1 day each, or any separate periods totaling 2 days to which the Company and the employee agree. The 2 days unpaid carer's leave may be taken per occasion.
- 8.2.10** In any year where the above paid personal leave is exhausted an employee may elect to utilise:
- paid time off accrued in lieu of overtime; and/or
 - outstanding annual leave entitlements; and/or
 - make-up time of any lost ordinary hours.

8.2.11 Immediate Family Definition

The following are members of an employee's immediate family:

- (a) a spouse, child, parent, brother or sister, grandparent, or grandchild of the employee;
- (b) a child, parent, brother or sister, grandparent or grandchild of a spouse of the employee

8.3 COMPASSIONATE LEAVE

8.3.1 Full-time and part-time employees are entitled to compassionate leave under this clause to the extent that it provides a greater benefit than the Fair Work Act 2009. The leave benefits in this clause are inclusive of, and not in addition to, any entitlement to compassionate leave under the Fair Work Act 2009 arising in respect of the same circumstances.

8.3.2 Full-time and part-time employees are entitled to paid compassionate leave as follows:

- (a) A maximum of 5 days of paid compassionate leave on each occasion the employee is absent from work due to the death of an employee's spouse, parent or child.
- (b) A maximum of 3 days of paid compassionate leave on each occasion the employee is absent from work due to the death of an employee's parent-in-law, brother or sister-in-law, grandparent, grandparent-in-law, grandchild, brother or sister, son-in-law, daughter-in-law, defacto parent-in-law, cousin, uncle, aunt, niece, nephew, or Godparent.
- (c) A maximum of 2 days paid compassionate leave on each occasion the employee is absent from work due to the death of a member of the employee's household.
- (d) A maximum of 1 day paid compassionate leave to attend the funeral on the death of a significant other.
- (e) A maximum of 2 days of paid compassionate leave for the purpose of spending time with an employee's spouse, child, parent, brother or sister, grandparent, grandchild, or a child, parent, brother or sister, grandparent, grandchild of a spouse of the employee, or a member of the employee's household, who has a personal illness or sustains a personal injury that poses a serious threat to his or her life.

8.3.3 In addition to the entitlement above, an employee shall be entitled to 2 days paid leave to attend the funeral of a parent, spouse or child where the employee travels outside Australia or more than 400km, one way, either intrastate or interstate.

8.3.4 In addition to the entitlement above, an employee shall be entitled to 2 days unpaid leave to attend the funeral of a relative other than a parent, spouse or child where the employee travels outside Australia or more than 400km, one way, either intrastate or interstate.
8.3.5 In instances where a period of compassionate leave is taken by an employee for the purpose of spending time with a member of the employee's immediate family or household in circumstances as defined above, compassionate leave may be taken as a single unbroken period of 2 days, or 2 separate periods of 1 day each, or any separate periods of up to 2 days to which the employee and the Company agree.

- 8.3.6 Upon request by the Company, an employee must provide documentation as soon as reasonably practicable; to be entitled to paid compassionate leave. Documentation means any written evidence the Company reasonably requires of the illness, injury or death of the member.
- 8.3.7 The Documentation must meet the requirements of the Fair Work Act 2009.
- 8.3.8 The provisions of this clause shall not apply if the employee is on any other period of leave (except Annual Leave as outlined in sub clause 8.1).

8.4 BLOOD DONOR LEAVE

- 8.4.1 A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of 2 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.
- 8.4.2 Provided further that such employee shall arrange for the absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of the ordinary working hours.
- 8.4.3 Proof of the attendance of the employee at a recognised place for the purpose of donating blood, and the duration of such attendance, shall first be furnished to the satisfaction of the Company.
- 8.4.4 Further the employee shall notify the Company as soon as possible of the time and date upon which the employee is requesting to be absent for the purpose of donating blood.

8.5 JURY SERVICE

- 8.5.1 A full-time or part-time employee shall be allowed leave of absence during any period of ordinary working hours when required to attend for jury service. 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. 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.
- 8.5.2 An employee required to attend for jury service during a period of annual leave will, upon producing satisfactory evidence of attendance be re-credited with annual leave for the period for which jury service was attended. To facilitate the re-crediting of annual leave it will be necessary for the Company to deduct the value of the leave loading for the period of leave re-credited from the employee's weekly earnings.
- 8.5.3 The employee shall be required to produce to the Company proof of jury service fees received and proof of requirements 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.
- 8.5.4 An employee on jury service shall not be required to attend to work on any day/evening/night roster whilst on jury service.
- 8.5.5 Where an employee is on jury service, the combination of work and jury service shall not exceed 5 days in any week.
- 8.5.6 Notwithstanding the above, if jury service is of not more than 2 hours duration an employee would be expected to return to work to complete their rostered shift.

Provided that, if an employee's rostered shift goes past midnight they shall not be required to attend for the shift on that occasion.

8.6 DEFENCE FORCES LEAVE

- 8.6.1 A full-time or part-time employee shall be allowed leave of up to two weeks maximum per calendar year to attend Defence Forces approved training camps.
- 8.6.2 During such leave full-time and part-time employees who are required to attend full time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.
- 8.6.3 To receive payment, an employee shall provide the Company proof of attendance and proof of the Defence Forces rate of pay and total payment received for the time spent training.
- 8.6.4 Employees seeking to take Defence Forces Leave must provide notice to the Company at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.

8.7 EMERGENCY SERVICE LEAVE

- 8.7.1 Full-time and part-time employees involved in recognised voluntary services including SES and fire fighting shall be entitled to up to 2 weeks per year paid time off to attend to emergency situations.
- 8.7.2 It shall be the responsibility of the employee to keep the Company informed about the time off needed to attend to emergency duties. To receive payment, an employee shall provide the Company proof of attendance to the emergency situation.
- 8.7.3 Paid time off for emergencies that are not local shall be limited to 2 days but may be increased depending upon the nature of the emergency, e.g. major bushfire.

8.8 NATURAL DISASTER LEAVE

- 8.8.1 Where a cyclone warning or a state of emergency is declared, or where flooding, earthquake and bush fires occur, or are imminent, employees shall be allowed to leave work to care for their family or property where there is a genuine risk.
- 8.8.2 A full-time or part-time employee is to receive up to 3 days paid leave if there is a reasonable and justified reason that an employee is unable to attend work due to a natural disaster.

8.9 PARENTAL LEAVE (INCLUDING PRE-NATAL LEAVE)

- 8.9.1 Parental leave provides employees with unpaid leave to provide primary or share in the care of their newborn or newly adopted child.

(a) Key elements of parental leave

- (i) Maternity leave is taken by a female employee who is pregnant.
- (ii) Partner's leave is taken by an employee whose partner has given birth to a child.
- (iii) Adoption leave is taken by an employee when they have adopted a child.

(b) Employees' parental leave entitlement

Employee category	Length of Service	Parental Leave Entitlement
Permanent employee	12 months' continuous service	104 unpaid weeks, including any paid leave entitlement taken
Casual employee	12 months' continuous service worked on a regular and systematic basis	104 unpaid weeks

8.9.2 Parents sharing the leave

Parents are able to take up to three weeks unpaid parental leave together immediately after the birth or placement of their child.

8.9.3 Parental Leave and other leave

Employees may choose to take annual and/or long service leave entitlement as part of their parental leave period. A permanent employee may choose to access annual leave in place of unpaid leave.

8.9.4 Leave accruals

The accrual of an employee's annual, sick and carer's leave is suspended for their period of unpaid leave.

8.9.5 Leave for pre-natal or pre-adoption appointments

A permanent employee who is pregnant may access sick leave from their personal leave entitlement for medical appointments associated with pregnancy or adoption.

A permanent employee whose partner is pregnant may access carer's leave from their personal leave entitlement for appointments associated with the pregnancy.

8.9.6 Special maternity leave

If an employee has a pregnancy-related illness or has been pregnant and the pregnancy has ended due to loss of the baby within 28 weeks before the expected date of birth of the child, an employee is able to take unpaid special maternity leave for the period specified by the employee's medical practitioner.

8.9.7 Transfer to a safe job

Where a employee is pregnant and, in the opinion of a registered health practitioner, the employee is fit for work but it is inadvisable for the employee to continue at her present position because of illness or risks arising out of the pregnancy or hazards connected with that position, transfer to a safe job provisions apply as follows.

If the company believes it is reasonably practicable, the employee will be transferred to a safe job, with no other change to the employee's terms and conditions of employment.

If the company believes it is not reasonably practicable to transfer the employee to a safe job, the employee will commence paid leave:

- (i) this paid leave is in addition to any other leave entitlement the employee has;

- (ii) the employee will be paid the amount they would reasonably have been expected to be paid if they had worked during that period;
- (iii) the period of paid leave ends at the earliest of whichever of the following times is applicable:
 - (a) the end of the period stated in the medical certificate;
 - (b) the end of the day before the child's date of birth;
 - (c) the end of the day before the end of the pregnancy (if the employee's pregnancy ends other than with the birth of a living child)

8.9.8 Casual work during parental leave

By agreement between an employee and the company an employee may be engaged on a casual basis during periods of parental leave. Work performed on a casual basis will:

- (i) be paid at the appropriate casual hourly rate;
- (ii) not be included for the purposes of accruing any leave entitlements with the exception of long service leave where it will count as service for the purposes of long service leave accrual. An employee's long service leave date will be altered by the number of starts worked casually whilst on parental leave; and
- (iii) not extend the period of parental leave beyond the approved period of leave.

8.9.9 Replacement Employees

A replacement employee who is specifically engaged as a result of an employee proceeding on parental leave shall be informed by the company of the temporary nature of the employment and the rights of the employee who is being replaced.

8.9.10 Varying the period of parental leave

(a) Increasing the period of leave

An employee is entitled to increase their period of leave on one occasion after they have commenced leave, up to a maximum period of 104 weeks.

(b) Decreasing the period of leave

An employee may return to work earlier than originally expected by agreement with the company. In these circumstances, the company may not be in a position to return an employee to the position they were in before going on parental leave in situations where a temporary replacement employee is performing their role. In some situations, the employee may return to an alternative role and revert to their pre-parental leave role on or before their original expected return date from parental leave.

8.9.11 Returning to the position held prior to taking parental leave

Employees are entitled to return to the position they held before taking parental leave.

The pre-parental leave position does not include any temporary 'safe' position that the employee may have been placed in while pregnant.

If the position the employee held before going on leave no longer exists due to structural changes that have taken place, the company will work with the returning

employee to redeploy that employee into another position as nearly comparable in status and pay to that of her/his former position.

8.9.12 Returning to work options

An employee may request to return to work from parental leave on fewer hours than what their contract was before they went on parental leave either permanently or for a period of time up to the child's second birthday (or the second anniversary of the adoption placement), by agreement with the company.

A team member's return to work request for a change will be considered in light of the nature of the position and the operational needs of the business.

8.9.13 Changes in rates of pay

Wage increases provided under this Agreement will be adjusted on eligible employee's records during their absence on parental leave.

8.9.14 Responsibilities

- (a) A line manager is to consider the family responsibilities of the employee when determining their return to work arrangements following a period of parental leave.
- (b) Where an employee wishes to return to work under different terms and conditions (such as reduced hours when compared to those prior to taking parental leave), the company shall review and genuinely consider and work through the return to work preferences in conjunction with the employee and advise whether these can be accommodated within the operational requirements of the business. The terms of this agreement shall be put in writing and a copy provided to the employee.
- (c) An employee is to apply for parental leave a minimum of 10 weeks before the expected birth date of the child (or upon receiving approval in the case of adoption)
- (d) An employee will not be in breach of this agreement if she/he fails to give the stipulated notice because confinement/adoption occurs earlier than the presumed date.
- (e) An employee shall provide their line manager with a minimum of four weeks notice of their return to work or where they have extended their leave to 104 weeks, provide an additional two weeks notice.

8.10 LONG SERVICE LEAVE

Long Service Leave shall apply to employees as per the applicable State or Territory legislation in relation to Long Service Leave.

In addition an employee may take their Long Service Leave entitlement at half pay which will result in them being on Long Service Leave for double the period.

8.11 LEAVE OF ABSENCE

8.11.1 Period of Leave of Absence

- (a) A full-time or part-time employee is entitled to take unpaid Leave of Absence of one week's duration or more.
- (b) Unpaid leave shall mean an approved leave of absence, which may include, but is not limited to:
 - leave for unforeseen personal circumstances such as long-term illness
 - planned additional time off such as for school holidays or overseas travel
- (c) All outstanding paid leave entitlements shall be taken prior to the period of absence. Provided that this requirement shall not apply where an employee takes Leave of Absence to attend to their study commitments.
- (b) Where a full-time or part-time employee proceeds on authorised unpaid leave of absence, all entitlements to annual leave, personal leave or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.
- (c) Such leave of absence shall not break the continuity of employment.

9: GRIEVANCE PROCEDURE

- 9.1** A grievance between an Employee and the Employer including a grievance in relation to the National Employment Standards (NES) except a dispute about whether the Employee has reasonable business grounds under subsection 65(5) of the FW Act once in operation should be discussed in the first instance between the employee and the employee's line manager.
- 9.2** If the matter is still not resolved the employee may then raise the matter with the relevant Senior Operations Manager and Human Resource Manager. At this stage the employee has the option of enlisting the support of a representative who may be a union representative.
- 9.3** If the matter is not resolved the employee and/or their representative may then refer the matter to the relevant General Manager and Divisional Human Resource Manager.
- 9.4** If the matter has still not been resolved either party may refer it to Fair Work Australia (FWA) for conciliation.
- 9.5** If the matter is still not resolved the employee may raise the matter with the relevant General Manager and Director of Human Resources. In instances where the employee elects to be represented by the union, the National Secretary of the union shall represent the employee in discussions with the employer's relevant General Manager and Director of Human Resources.
- 9.6** If after sub clause 9.5, there is still no resolution and the employer's Director of Human Resources and the employee agree or, in instances where the employee elects to be represented by the union, the employer's Director of Human Resources and the National Secretary of the union agree, the matter may proceed to arbitration by FWA.
- 9.7** If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions in line with the Act which are necessary to make the arbitration effective.
- 9.8** The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision.
- 9.9** It is a term of this agreement that while the grievance resolution procedure is being conducted work shall continue as normal before the dispute arose unless an employee has a reasonable concern about an imminent risk to their health or safety.

10: SUPERANNUATION

10.1 Superannuation benefits will be provided by the Company to eligible employees through:

- (a) Retail Employees Superannuation Trust ("REST") and the Company will participate in REST in accordance with the trust deed and rules governing REST from time to time ("REST Trust Deed"); or
- (b) REST and Woolworths Group Superannuation Plan ("Woolworths Super") a Sub Plan (No. 9056815) of the AMP Superannuation Savings Trust but only where an existing employee (as at 1 April 1997) was a member of both these funds as at that date (in accordance with the REST Trust Deed and the Plan rules governing Woolworths Super from time to time); or
- (c) Tasplan for employees employed in Tasmania and who had contributions made, through the Company, to Tasplan prior to 1 July 2012; or
- (d) Meat Industry Employees Superannuation Fund (MIESF), but only for the following employees:
 - (i) employees who were employed in Tasmania and who had contributions made, through the Company, to MIESF prior to 9 November 2010, and
 - (ii) employees who were employed in Victoria and who had contribution made, through the Company, to MIESF prior to 26 September 2011.

There will be no new entrants to Woolworths Super after 1 April 1997.

There will be no new entrants to MIESF after 26 September 2011.

There will be no new entrants to Tasplan after 1 July 2012.

10.2 For the purpose of this clause an eligible employee is one who:

- (a) Earns \$450 or more in ordinary time earnings in any month;
- (b) In the case of an employee aged below 18 years, works at least 30 hours per week.

"Ordinary Time Earnings" shall be defined as that set out by the Australian Taxation Office's recent draft ruling on Ordinary Time Earnings.

10.3 It is the intention of the parties to this Agreement that the provision of superannuation benefits for eligible employees who are covered by this enterprise agreement will be as outlined in sub clause 10.1, and this Agreement overrides the requirements to provide employees with a choice of superannuation funds under the Superannuation Guarantee legislation.

10.4 Subject to the above, where an employee is only a member of REST (or Tasplan, or MIESF, as applicable), the Company will contribute to REST (or Tasplan, or MIESF as applicable) on behalf of the eligible employee 9% of the employee's ordinary time earnings or such other percentage consistent with the Superannuation Guarantee (Administration) Act 1992.

Such contributions to REST (or Tasplan, or MIESF, as applicable) shall be made on a monthly basis.

10.5 Where the employee is a member of both REST (or Tasplan, or MIESF, as applicable) and Woolworths Super, the Company will maintain its current contribution to REST (or Tasplan, or MIESF as applicable) of 3% of ordinary time earnings with the balance of the contributions required to ensure the Company meets its superannuation guarantee obligations and its obligations under the Woolworths Super Trust Deed being made into Woolworths Super.

10.6 The Company shall provide each eligible employee upon commencement of employment with the appropriate membership application form(s) for REST.

10.7 Additional contributions:

(a) An eligible employee may:

- i. make additional post tax superannuation contributions; or
- ii. direct the Company to pay a portion of the eligible employee's wages as additional salary sacrifice superannuation contributions

into the same fund to which the Company is making superannuation contributions under sub-clause 10.1.

(b) An employee who wishes to make such additional contributions must do so in writing. Additional contributions must be expressed in whole dollars.

(c) Upon receipt of written authorisation from the employee, the Company shall commence making monthly payments to REST, Tasplan, MIESF, or Woolworths Super on behalf of the employee.

(d) An employee may vary the amount of his or her additional contributions twice each year, in writing, and the Company shall alter the additional contributions within 14 days of receipt of such authorisation.

An employee is able to commence, vary or cease salary sacrifice contributions at any time during a financial year, and must do so in writing.

(e) Additional post tax employee contributions to REST, Tasplan or Woolworths requested under this sub clause must be expressed in whole dollars.

(f) Any amount paid in accordance with a direction under sub clause 10.7 (a)(ii) is deemed to be paid in satisfaction of the employer's obligation to pay the wages set out in the Agreement. Accordingly, no breach of this agreement will occur if the actual wages paid to the employee fall below the rates set by this agreement solely because of the employer paying additional superannuation contributions under this clause on a pre-tax basis. Where an employee elects to salary sacrifice; overtime rates, loadings, termination payments and the Company contributions will be based on the employee's pre salary sacrifice wage.

11: MISCELLANEOUS PROVISIONS

11.1 MEETING COMPANY STANDARDS

Employees will be required to meet Company standards on all occasions. This will include the Company standards regarding job performance, emergency procedures, document security, honesty, sexual harassment, racial discrimination/vilification, occupational health and safety and a smoke-free workplace.

11.2 DRESS STANDARDS

- 11.2.1 The Company, having regard to the nature of the industry, the work to be performed and the comfort of the employee, shall have the right to determine a code of dress for each employee including colour of clothing.
- 11.2.2 The Company image is an important responsibility borne by all employees. To this end, when at work, an employee's presentation, grooming and dress shall be in a neat, tidy, business like manner at all times.
- 11.2.3 The wearing of jewellery shall be in line with the Company Policy as outlined in the Staff Information booklet.
- 11.2.4 Any employee who, without due cause, is not satisfactorily dressed when in attendance at the workplace may be directed to cease work without pay until such time as the employee is dressed to the required standard.
- 11.2.5 The Company shall not be harsh or unreasonable in applying sub clause 11.2.4.above.
- 11.2.6 The Company shall not require an employee to dress in a revealing or indecent manner that would cause the employee embarrassment.

11.3 WORKPLACE HEALTH AND SAFETY

- 11.3.1 It is recognised that safety is a prime responsibility of every employee and the Company.
- 11.3.2 The Company recognises an obligation to provide a safe working environment, to provide the necessary (adequate) safety equipment, to provide training for employees in safe operating procedures and to establish and enforce safety guidelines at all times. If the Company proposes any renovations or major changes to equipment, substances or work practices in any section/department of a store that could reasonably be expected to affect the health and safety of employees, the Company will notify and consult with Occupational Health and Safety Representatives, employees affected and the SDA.
- 11.3.3 Woolworths and the SDA are committed to enabling all employees to receive appropriate OH&S training. Occupational Health and Safety representatives will be given paid leave to attend appropriate OH&S training courses as stipulated in the relevant legislation.
- 11.3.4 The Company is committed to their process for the occupational rehabilitation of employees affected by occupation injury and/or illness which aims to return these employees to their pre-injury duties.

- 11.3.5** The Company undertakes to consult with the employees and if the employee so chooses their union representative, in regards to the employee's rehabilitation program.
- 11.3.6** The Unions and the Company agree that health and safety in the workplace is an issue of importance which should be dealt with on a non-protagonist basis in order to fulfill the requirements of the applicable State or Federal Workplace Health and Safety Act, and all other applicable legislation.
- 11.3.7** Training of store appointed first aid attendants will be paid by the Company and shall be done in rostered work time.

11.4 UNIFORMS, PROTECTIVE CLOTHING

- 11.4.1** Where an employee is required to wear protective clothing, such protective clothing shall be provided, maintained and laundered by the company at the company's expense. Examples of such clothing include protective aprons. The Company will provide training in appropriate use of protective clothing.
- (a) Where an employee is required to work in a freezer room where the temperature is reduced below 0 degrees Celsius, or in any cold area of the store, such employee shall be provided with suitable protective clothing whilst engaged, including insulated gloves and on request insulated parka.
 - (b) Gum Boots will be provided for work in wet areas.
 - (c) White coats will be provided to meat employees. Seafood employees will be provided with white coats upon request.
 - (d) Where an employee is required to work in the sun the employer shall provide protective hats and sunscreen lotion.
 - (e) The company will repair and/or replace the protective clothing when required.

11.5 DRINK AND COMFORT BREAKS

- 11.5.1** Employees will be allowed to have a toilet break, irrespective of an entitlement to a rest period, subject to it not impacting on customer service.

Employees working at in serviced departments may keep bottled water with them, provided that:-

- (a) Water bottles are plastic and have screw tops or pop up tops;
 - (b) Drinks are taken discreetly and in between serving customers; and
 - (c) In Fresh Food departments, water bottles are hygienic, kept isolated in the coolroom, and are removed at the end of an employee's shift
- 11.5.2** Employees other than those in serviced departments are not permitted to have drink bottles in their departments, however, may get a drink of water irrespective to an entitlement to a rest period, subject to their advising their manager.

11.6 LOCKERS

Where practicable, the Company shall provide lockers for employees. Lockers shall be maintained in good working order.

11.7 SEXUAL HARASSMENT

- 11.7.1 Sexual Harassment is unacceptable and will not be tolerated.
- 11.7.2 Employees shall be made aware of the Company Policy on sexual harassment. The Company policy Statement on Sexual Harassment shall be displayed in all Supermarkets. This policy may change from time to time.
- 11.7.3 The Company believes that sexual harassment is offensive, damaging to morale, and reflects on the integrity of the Company.
- 11.7.4 Cases of sexual harassment will be dealt with in line with the procedures outlined in the Company Policy on Sexual Harassment. Given the sensitive nature of the matter, it is important that any complainant must feel comfortable when discussing the problem.
- 11.7.5 The Company shall investigate any complaint of sexual harassment promptly and where necessary shall take action to ensure staff are not subjected to any form of sexual harassment.

11.8 WORKPLACE BULLYING

- 11.8.1 Workplace Bullying is unacceptable and will not be tolerated. The Company believes that all employees should be able to work in an environment free from bullying.
- 11.8.2 The Company Policy Statement on Workforce Bullying shall be displayed in all Supermarkets. This policy may change from time to time.
- 11.8.3 Cases of bullying will be dealt with in line with the procedures outlined in the Company Policy on bullying.

11.9 EQUAL EMPLOYMENT OPPORTUNITY AND EQUITY

- 11.9.1 The Company is committed to providing equal employment opportunity to employees in all spheres of employment and complying with relevant Legislation.
- 11.9.2 The Company and all employees are committed to exhibiting the attitudes and behaviours that reflect the core Company value of equity and to the maintenance of an equitable workplace.
- 11.9.3 Equity means a 'fair go' for everyone in our workplace.
- 11.9.4 The principles underpinning equity are:
 - treating each other with respect and dignity; and
 - making judgments genuinely based on fairness and merit; and
 - valuing the difference and diversity of people.

11.10 SAFE ESCORT

- 11.10.1 Where safety concerns exist and an employee requests, the Company shall provide, after sunset, a safe escort to their car or other mode of transport for such an employee.

11.10.2 Staff completing their shift after sunset may:

- (a) Prior to darkness, move their vehicle closer to the store than would be allowed in the earlier part of the day.
- (b) If this is not feasible or it is not allowable due to certain centre by-laws, then staff should be encouraged to leave the store in the company of other staff to give an element of security through numbers.

11.11 ACCIDENT PAY – (VICTORIA ONLY)

- 11.11.1** If following an accident, an employee receives compensation under the applicable State Legislation, then that compensation payment shall be increased by the employer to the amount of the usual weekly rate for the rostered hours worked by the employee at the time of the accident. This payment made by the employer will be limited to a maximum of 39 weeks.
- 11.11.2** The provisions of this clause shall not apply in respect of any injury during the first 10 normal working days of incapacity.

11.12 NOTICE BOARDS

- 11.12.1** The Company shall provide reasonable space on a notice board for the display of union notices authorised by the Branch Secretary of the relevant union to facilitate the communication of matters pertaining to this Agreement. Such union notices shall be shown to the store manager prior to placement on the notice board.
- 11.12.2** A signed copy of this Agreement shall be exhibited in a prominent and accessible place to all employees.

11.13 EMPLOYEE ACCOMODATION

- 11.13.1** When arranging accommodation for an employee who is required to be away from home overnight the following shall apply:
- (i) Not more than 2 employees to share a room on all occasions;
 - (ii) All rooms shall have 2 beds (sofa beds are not acceptable); and
 - (iii) Double bunks are not suitable/acceptable beds.

12: SECURITY RELATED MATTERS

12.1 SECURITY GUIDELINES

- 12.1.1** The following guidelines are designed to deal with the industrial relations difficulties that arise where security measures are taken concerning an employee suspected of dishonest practices. They should have application in normal situations but it ought to be understood that, if abnormal situations arise making it impossible for them to be adhered to, the Relevant Union accept, in the place of the guidelines, such protective measures as are within the spirit of the guidelines but which may not be embraced within their written terms.

The guidelines have no relevance to the questioning of staff in the ordinary course of employment concerning security matters unconnected with any liability by the employee whose assistance is being sought by the security personnel.

Basis of Guidelines

- 12.1.2** The Union and employees recognise that the Company has the right to protect its' property, interests and effects and has the right to establish and maintain proper security precautions towards this end.
- 12.1.3** The Union and employees recognise that such security precautions will include, at times, the employment of trained security personnel, charged with the responsibility of carrying out security investigations in a responsible manner.
- 12.1.4** The Union and employees unreservedly state that they do not condone or countenance dishonesty, or any other form of malpractice, in the industry.
- 12.1.5** The Union and employees recognise that employees have an obligation under their employment contracts to carry out their duties in fidelity to the Company's interests and that employees will at all times act to protect the property, interests and effects of the Company against theft or dishonesty by any person.
- 12.1.6** Within these general principles the Unions are concerned to ensure that a proper regard is paid to all employees, whether members of the Relevant Union or not and agree to these guidelines as normal regulation security matters touching the employment of their members.

12.2 STAFF INTERVIEWS

- 12.2.1** When the Company is trying to discover whether, or by whom, an offence or breach of Company security has been committed, the Company is entitled to question any employee, whether suspected or not, from whom the Company thinks that useful information may be obtained.
- 12.2.2** As soon as the Company has reasonable grounds for suspicion that an employee has committed an offence the Company will ask such employee whether the employee will agree to be questioned in connection to the matter and upon such agreement being forthcoming the Company shall caution the employee before putting any further questions, or further questioning relating to that offence.

The caution shall be in the following terms:-

"You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence"

After the giving of the above caution, the Company shall then bring to the employee's attention the right under these guidelines to ask for the attendance of a nominated employee who is immediately available to be present as a witness during the course of the interview.

- 12.2.3 The Company may object to the presence of any particular person as a witness at such interview if there is reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.
- 12.2.4 During the course of any such interview, Company personnel shall conduct themselves in a courteous manner toward the employee being interviewed.
- 12.2.5 Where a security investigation involves an employee remaining on the premises or elsewhere at the Company's direction, outside of the employee's working time, the employee shall be paid overtime, for all time so spent.
- 12.2.6 As a general principle, employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change the employee's duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the employee as a result of the transfer or change in duties. In such cases the Relevant Union shall be advised of such transfer, change of duties or disciplinary action. Nothing in this sub clause or in this clause 12 is to be construed as permitting the Company to disclose information to the Relevant Union, or a member acting in a representative capacity, officer, or employee of the Relevant Union contrary to the Fair Work Regulations.

12.3 CASH SHORTAGE

- 12.3.1 Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such employee has sole access to such monies.
- 12.3.2 This provision shall not affect the Company's right to take such disciplinary or legal action as the Company considers necessary.

12.4 SECURITY CHECKS OF BAGS, PARCELS AND / OR LOCKERS

- 12.4.1 The Company is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.
- 12.4.2 Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or alternatively that the employee has given permission for such search to take place in his or her absence.
- 12.4.3 Where a search or check is to take place in the employee's absence, the employee may nominate some other responsible employee to be present during such proposed search or check.

12.5 CARRYING OF MONIES

- 12.5.1** Employees involved in the responsibility of carrying monies belonging to the Company to or from a bank or other institution, shall be accompanied at such times by a responsible fellow employee. The Company shall not require an employee to have money chained, handcuffed or fastened to an employee's person, unless such fastening is engaged to the employee with a quick release mechanism.

12.6 STAFF ENTRANCES AND EXITS

- 12.6.1** Staff must use the designated staff entrances and exits while entering or leaving the store during such times as the employee is rostered to work. The Company shall not require an employee to use staff entrances and exits in a store when an employee wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave

13: SAVINGS PROVISIONS

13.1 VICTORIA MEAT EMPLOYEES

- 13.1.1 The savings provisions in this sub clause 13.1.1 apply for those employees who are employed in Victorian meat operations before 26 September 2011 and who have elected to maintain their existing penalties and loadings and will not be paid under the "Buy Out" Victoria Schedule A of Wages.

The Savings provisions are as follows:

1. A casual loading of 25%
2.
 - (i) The penalty rate for work after 6pm Monday to Friday for full-time employees is 50% and for part-time employees is 25%.
 - (ii) The penalty rate for work on Saturday for full-time employees is 75% and for part-time employees is 25%.
 - (iii) The penalty rate for full-time, part-time and casual employees on Sunday is 100%.
3. Ordinary hours worked before 5 am and after 9 pm Monday to Friday, before 6 am Saturday and after 6pm Saturday and at any time on Sunday shall be voluntary for all employees employed with the Company as at 26 September 2011. A full-time employee who elects to work ordinary hours at those times shall be paid at overtime rates, but they shall be counted as part of ordinary hours. (150% first two hours and 200% thereafter for hours worked each day before 5 am Monday to Friday , 200% for hours worked after 9 pm Monday to Friday, before 6 am and after 6 pm Saturday, and at any time on Sunday)

4. VICTORIAN MEAT RDO SAVINGS PROVISION

(a) Full-time Employees

- (i) Full-time employees working a five-day shift , 40 hours, shall be paid at an hourly rate of one fortieth (1/40th) of their applicable weekly rate as specified in Clause 3.1.2 (b) Schedule B
- (ii)
 - (a) Full-time employees working a four day shift shall be paid at an hourly rate of one thirty-eighth (1/38th) of their applicable weekly rate as specified in Clause 3.1.2 (b) Schedule B
 - (b) A full time employee may request to work a five day shift for 38 hours per week – if mutually agreed to by the employer then they shall be paid at an hourly rate of one thirty-eighth (1/38th) of their applicable week as specified in Clause 3.1.2 (b) Schedule B. The employee can, at anytime, request to revert back to a 5 day shift / 40 hours with an RDO.
- (iii) Ordinary weekly hours shall be 38 hours in respect of full time employees working a 4 day shift and 40 hours in respect of full time employees working a 5 day week.
- (iv) Full time employees working a 40 hour week are compensated by receiving a rostered day off (RDO) pursuant to sub clause 4(b). However full time employees working a 4 day shift or 38 hours over 5 days shall not receive and RDO.

(b) Rostered Days Off

- (i) Subject to sub clause 4(a)(iv) full time employees will be entitled to one day off in each twenty (20) day, four (4) week cycle.
- (ii) Payment for the day off will be calculated on the following basis.
 - (a) Each employee shall accrue a money credit based on one nineteenth (1/19th) of the actual ordinary earnings paid each day (excluding rostered or deferred days off).
 - (b) Any paid absence from work shall accrue a money credit based on one nineteenth (1/19th) of the actual amount paid for such absence. This includes regular payments received whilst in receipt of weekly payment under the Accident Compensation Act 1985 and/or in receipt of Accident Pay subject to Clause 11.11 Accident Pay but excludes payments for rostered or deferred days off.
- (iii) Each employee will accrue a time credit on the basis of one nineteenth (1 /1 9th) of the ordinary hours worked on each calendar day, Monday to Saturday (excluding rostered or deferred days off).
- (iv) A day's pay for the purposes of a day off will be calculated by dividing the amount of money accrued by the numbers of days accumulated.

(c) Payment shall not be made by an Employer to an employee in lieu of any accumulated day off to which the employee is entitled under this part nor shall any such payment be accepted by the employee, except under the following circumstances only:

- (i) Any entitlement accumulated in accordance with sub clause 4(b) of this part shall be paid to the employee on termination of employment for any reason.
- (ii) When an employee is absent in receipt of weekly payments under the Accident Compensation Act 1985 entitlements accumulated in accordance with sub clause 4(b)(ii) during such absence shall be paid to the employee provided that the minimum payment made shall be the equivalent of a day's pay calculated in accordance with sub clause 4(b).(iv)

Where such payment is made to an employee any entitlement accumulated in accordance with sub clause 4(b) (ii) (b) during such period of absence, shall be deemed to have been taken by the employee.

Any entitlements accumulated in accordance with sub clause 4(b) (ii) and (iii) by the Employee prior to such absence shall remain to the credit of the employee.

- (d)**
 - (i) An employee may be regularly rostered off during a particular work cycle, or
 - (ii) An employee may, by agreement, be rostered off on any day of the week with fourteen (14) days notice of the day to be rostered off, or
 - (iii) An employee may be required to accumulate their entitlement up to a total of nine (9) days.

In this case such accumulated days off and others subsequently accumulated must:

- (a) be taken at such time as is agreed between the Employer and the employee, and
 - (b) be taken before the expiration of twelve (12) months from the anniversary of the date on which such accumulation began.
- (e) The method of implementation of this part shall be determined by consultation between the management and Union at store level.
- (f) Rostered days off on Saturdays and Sundays
 - (i) A full-time employee, who has an RDO on a Saturday or a Sunday, shall be paid their ordinary rate of pay, including the Saturday or Sunday loading.

13.1.2 The savings provisions in this sub clause 13.1.2 apply for those employees who are employed in Victorian meat operations before 26 September 2011:

13.1.2.1 Rosters for all part-time employees as at 26 September 2011 shall provide for an agreed number of hours with a minimum of 48 hours and a maximum of 128 hours over any 4 week cycle.

13.1.2.2 Employment Flexibility

- (a) An employee may work up to 49% of their ordinary contracted hours (for casual employees, 49% of their hours), in the main body of the supermarket, following prior discussion and agreement with the employee and a nominated representative of the employees choice.
- (b) The purpose of this clause is to overcome issues associated with weekly employees potentially having to reduce their ordinary hours due to additional competition, refurbishments, cyclical downturns or any other relevant factor.
- (c) Where an employee is required to work part of their hours in the main body of the supermarket, the employee will continue to receive the same pay rates, penalty rates and other conditions of employment, as if they were working all of their hours within the meat department.
- (d) Where an employee has requested additional hours, the employee will be paid in accordance with the provisions of the Agreement applicable to the department within which they work. If the employee has not requested additional hours under this clause then the provisions of the Woolworths Ltd (trading as Woolworths/Safeway Supermarkets) and Australasian Meat Industry Employees' Union Agreement 2008 would otherwise apply.
- (e) Notwithstanding clause 4.1.1 of the Woolworths Ltd (trading as Woolworths/Safeway Supermarkets) and Australasian Meat Industry Employees' Union Agreement 2008, an employee working in accordance with clause 13.1.2.3 (d) will not be entitled to the 75% loading for working on a Saturday and the loading will remain at 25%.

13.1.3 Annual Leave Loading

- 13.1.3.1** Employees engaged in Victorian meat operations covered by this savings sub clause 13.1.3 will continue to receive annual leave loading on the basis of 17.5%, calculated on the weekly wage as prescribed by per clause 3.1.2 (b) schedule B plus the amount of wages they would have received in respect of rostered hours which they would have worked had they not been on leave during the relevant periods due to them for the period for which they are entitled to leave.
- 13.1.3.2** This provision will not apply to new employees, employed on or after 26 September 2011, and such new employees shall be entitled to annual leave loading as per clause 8.1.6.1 and 8.1.7.

13.2 TASMANIA MEAT EMPLOYEES

- 13.2.1** The savings provisions in this sub clause 13.2.1 apply for those employees who are employed in Tasmanian meat operations before 9th November 2010 and who have elected to maintain their existing penalties and loadings and will not be paid under the "Buy Out" Tasmania Schedule A of Wages.

The Savings provisions are as follows:

Sunday Work

1. Loadings paid for ordinary hours worked within the time specified:

Sunday	100% from midnight to 6am
	75% from 6am to 9pm
	100% from 9pm to midnight

2. Any employee employed prior to April 2008 is entitled to payment of 200% for voluntary Sunday work.
3. Employees employed before 9 November 2010 may be rostered for 1 Sunday for each 4 week cycle. Any further Sunday work is voluntary for all employees employed prior to 9 November 2010.

13.2.2 Personal Leave

- (a) An employee, who shall have been employed in Meat Rooms after 1.9.73 but prior to 14.5.02 shall accumulate 15 days' sick leave entitlement from such date on the basis of 6-2/3 hours for each month of continuous service and thereafter at the applicable date in pursuant years, shall be paid the cash equivalent, to a maximum of 10 days, of any sick leave entitlement in excess of 15 days.
- (b) An employee who is engaged in Meat Rooms after 1.9.73 but prior to 14.5.02 shall accumulate 15 days sick leave from the date of engagement on the basis of 6-2/3 hours for each month of continuous service and thereafter at 1 September in pursuant years shall be paid the cash equivalent, to a maximum of 15 days, of any sick leave entitlement in excess of 15 days on the basis of 6-2/3 hours for each month or continuous service with the employer.
- (c) Any employee engaged in Meat Rooms prior to 14.5.02 and who has been employed for a continuous period of 1 month who terminates their service or is dismissed by the employer for reasons other than misconduct or neglect of duty shall be paid for all such sick leave entitlement accrued after 1.9.73 which the employee has to their credit on the basis of 6-2/3 hours for each 1 month of their employment with the employer.

- (d) Any employee who is employed in Meat Rooms after 14.05.02 shall accrue sick leave.
- (e) Any employee who is paid a cash equivalent for unused Sick leave in accordance with sub clause (a), (b) or (c) can choose to accrue Sick Leave in accordance with sub clause (d). If an employee elects to accrue Sick Leave in accordance with sub clause (d) this change shall be permanent.

13.3 VICTORIAN SUPERMARKET EMPLOYEES (EXCLUDING MEAT)

13.3.1 Annual Leave Loading

- (i) The employees engaged in Victorian supermarket operations (excluding meat operations) covered by this savings sub clause 13.3.1 will continue to receive annual leave loading on the basis of 17.5 % plus the loading that the employee would have been entitled to by way of loadings for certain ordinary hours (not including time on a public holiday) which the employee would have worked during the period of the annual leave.
- (ii) This provision will not apply to new employees employed on or after 1 July 2010 and such new employees shall be entitled to annual leave loading as per sub clause 8.1.6.1 and 8.1.7.

13.3.2 Changes to Spread of Hours

- (i) This sub clause 13.3.2 shall apply to full-time, part-time and casual employees engaged in Victorian supermarket operations (excluding meat operations) who were regularly and systematically rostered to work in hours between Sunday 6.00am – 7.00am or 8.00pm -9.00pm on 4 December 2006. Refer to Table A at sub clause 13.3.2 (viii).
- (ii) This sub clause 13.3.2 shall apply to full-time, part-time and casual employees engaged in Victorian supermarket operations (excluding meat operations) who were regularly and systematically rostered to work in hours between Saturday 5.00am – 6.00am on the approval of the National Supermarket Agreement 2009. Refer to Table B at sub clause 13.3.2 (viii).
- (iii) Absences on account of study leave, annual leave, long service leave, illness, other authorised absences and pressing necessity shall not exclude a person who otherwise would have fallen within the definitions outlined above.
- (iv) It is noted that all employees as defined in **13.3.2(i)** above have received the first wage rise available under the Safeway Supermarket Agreement 2006 before the following savings arrangement first took effect under Appendix B to the Safeway Supermarket Agreement 2006. Refer to Table A at sub clause 13.3.2 (viii).
- (v) All employees as defined in **13.3.2(ii)** above have received the first wage rise available under this National Supermarket Agreement 2009 before the following savings arrangement took effect under sub clause 13.3.2 of the National Supermarket Agreement 2009. Refer to Table B at sub clause 13.3.2(viii).
- (vi) The Company gives a commitment that where, as a result of the implementation of this National Supermarket Agreement, the Safeway Supermarket Agreement 2006, or any predecessor agreement, the hourly rate of pay, inclusive of penalties and/or loadings for an employee's classification of work, (i.e. full-time, part-time or casual) decreases from the rate which would have been applicable under the Safeway Supermarket Agreement 2006 for employees falling under paragraph 13.3.2(i), and the National Supermarket Agreement 2009 for employees falling under paragraph 13.3.2(ii) including the first installment for the same classification, the higher hourly rate of pay will be maintained for that

employee until the applicable hourly rate of pay specified by this Agreement increases to the saved rate.

- (vii) This savings provision shall only apply to employees defined above.
- (viii) Savings tables for sub clause 13.3.2:

TABLE A

Refers to sub clause 13.3.2 (i) and 13.3.2 (iv) of the National Supermarket Agreement 2012

EXAMPLE OF SAVED RATES FOR 6AM to 7AM & 8PM to 9PM SUNDAY FROM SUPERMARKET SAFEWAY AGREEMENT 2006

Current Rate of Pay

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Sunday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0600 & 2100 - 2400	36.96	40.65	38.86	42.74	40.97	45.07	42.24	46.46
0600-2100	27.72	31.41	29.14	33.03	30.73	34.82	31.68	35.90

1st Scheduled Pay Rise – First pay period on or after date Agreement takes effect

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Sunday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0600 & 2100 - 2400	37.51	41.26	39.44	43.38	41.58	45.74	42.87	47.16
0600-0700 & 2000 – 2100*	30.65	n/a	32.23	n/a	33.98	n/a	35.03	n/a
0600 - 2100	28.13	31.88	29.58	33.52	31.19	35.35	32.15	36.44

2nd Scheduled Pay Rise – First pay period on or after 01 January 2013

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Sunday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0600 & 2100 - 2400	38.07	41.88	40.03	44.03	42.21	46.43	43.51	47.87
0600-0700 & 2000 – 2100*	30.65	n/a	32.23	n/a	33.98	n/a	35.03	n/a
0600 - 2100	28.55	32.36	30.02	34.03	31.66	35.88	32.64	36.99

6th (Final) Scheduled Pay Rise – First pay period on or after 01 January 2015

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Sunday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0600 & 2100 - 2400	40.41	44.45	42.49	46.74	44.80	49.28	46.18	50.80
0600-0700 & 2000 – 2100*	30.65	n/a	32.23	n/a	33.98	n/a	35.04	n/a
0600 - 2100	30.31	34.35	31.87	36.11	33.60	38.08	34.64	39.26

*Denotes saved period for existing employees.

TABLE B

Refers to sub clause 13.3.2 (ii) and 13.3.2 (v) of the National Supermarket Agreement 2012

EXAMPLE OF SAVED RATES FOR 5AM TO 6AM SATURDAY**Current Rate of Pay**

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Saturday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0600	24.02	27.72	25.26	29.14	26.63	30.73	27.45	31.68

1st Scheduled Pay Rise – First pay period on or after date Agreement takes effect

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Saturday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0500	24.38	28.13	25.64	29.58	27.03	31.19	27.86	32.15
0500-0600*	22.09	25.49	23.23	26.80	24.49	28.26	25.25	29.13
0500-2200	18.76	22.51	19.72	23.66	20.79	24.95	21.43	25.72

2nd Scheduled Pay Rise – First pay period on or after 01 January 2013

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Saturday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0500	24.75	28.55	26.02	30.02	27.43	31.66	28.28	32.64
0500-0600*	22.09	25.49	23.23	26.80	24.49	28.26	25.25	29.13
0500-2200	19.04	22.84	20.02	24.02	21.10	25.32	21.76	26.11

6th (Final) Scheduled Pay Rise – First pay period on or after 01 January 2015

ADULT HOURLY RATE								
Hour	Grade 1		Grade 2		Grade 3		Grade 4	
Saturday	Permanent	Casual	Permanent	Casual	Permanent	Casual	Permanent	Casual
0000-0500	26.27	30.31	27.62	31.87	29.12	33.60	30.02	34.64
0500-0600*	22.09	25.49	23.23	26.80	24.49	28.26	25.25	29.13
0500-2200	20.20	24.45	21.24	25.49	22.40	26.88	23.09	27.71

* Denotes saved period for existing employees.

- 13.3.3** Employees engaged in Victorian supermarket operations (excluding meat operations) before 1 July 2010 will continue to receive ordinary pay inclusive of penalties for personal leave in addition to personal leave entitlements as per clause 8.2.

This savings sub clause 13.3.3 will not apply to new employees employed on or after 1 July 2010 and such new employees shall be entitled to personal leave as per clause 8.2.

13.3.4 Downturn in Business

This sub clause 13.3.4 shall continue to apply to employees engaged in Victorian supermarket operations (excluding meat operations) before 1 July 2010.

This savings provision is as follows:

- (a) Where there is a demonstrable downturn in business the company will call for volunteers to reduce hours, call for volunteers to redeploy to another store and call for volunteers to take leave of absence including unpaid leave.
- (b) If the required reduction in hours has still not been met and the affected employee so invites, the SDA will have discussions with the employees potentially affected and the employer to see if any agreement can be reached on a reduction in hours. Provided that in the event that hours are reduced the affected part time employees must have the first option of any hours to restore the agreed number of hours as the opportunity arises.
- (c) A part time employee who has the skills, ability and training to do the work will not have their hours reduced before a casual's hours. A part time employee's hours will not be reduced by more than 20% per annum, nor below the minimum number of hours for a part time employee.
- (d) The employee must be advised that they have the right to notify the SDA of any reduction in hours proposed by the employer pursuant to this clause. Any such reduction in hours must be with the agreement in writing of the affected employee and if requested by the employee, the SDA. If there is no agreement, the Company may refer the matter to Fair Work Australia as per clause 9 – Grievance Procedure.

This savings sub clause 13.3.4 will not apply to new employees employed on or after 1 July 2010.

13.3.5 Employees with Saved Provisions under Previous awards and Agreements

- (i) Any employee engaged in Victorian Supermarket operations (excluding meat employees) who is entitled to saved conditions in previous Awards and Agreements, as a result of employment with Woolworths Ltd and where there is no break in the employee's employment that would negate the entitlement, will be entitled to continue to receive those saved conditions under this National Supermarket Agreement.
- (ii) Any employee engaged in Victorian Supermarket operations (excluding meat employees) who is entitled to agreed saved conditions arising from their employment by Woolworths Ltd being as a result of a transfer of business, where there is no break in the employee's employment that would negate the entitlement, will be entitled to continue to receive those saved conditions under this National Supermarket Agreement.

13.3.6 New Classification Structure

- (i) Subject to 13.3.6 (ii) and (iii) below, an employee who is engaged as a Store Services Assistant immediately prior to the commencement of the National Supermarkets Agreement 2012 shall continue to receive the full pay increases for the Grade 4 rate of pay over the life of the National Supermarkets Agreement 2012, as represented in the table below:

		Date Agreement takes effect	1 Jan 13
Grade 4	Store Services Assistant	814.51	826.72

After the commencement of the National Supermarkets Agreement 2012 an employee must continue to be employed as a Store Services Assistant in order to be entitled to the savings provisions outlined in sub clause 13.3.6 (i) above.

- (ii) For the avoidance of doubt, clause 13.3.6 (i) will not apply to
 - (a) Employees who cease to be covered by the National Supermarkets Agreement 2012 for any reason; or
 - (b) Employees who elect to change their duties and position.

These employees will be paid the appropriate rate of pay for the position as prescribed in sub clause 3.1 of the National Supermarkets Agreement 2012.

- (iii) This provision will not apply to employees engaged as Store Service Assistants on or after the commencement of the National Supermarkets Agreement 2012 and such employees shall be paid the Grade 3 wage rate as prescribed in sub clause 3.1, in line with the National Classification structure.

13.4 NEW SOUTH WALES/ ACT

13.4.1 Protected Rates – All stores

- (i) This sub clause 13.4.1 shall apply to full-time, part-time and casual employees engaged in NSW or ACT supermarket operations and who were regularly and systematically rostered to work in the hours between:
 - Saturday 5am to 6am
 - Saturday 9pm to 10pm
 - Sunday 9pm to 10pm
 in the months of May, June and July 2007.
- (ii) The three month period of May, June and July 2007 shall be proportionally reduced for new store openings and for new employees engaged after 30th June, 2007. Absences on account of study leave, annual leave, long service leave, illness, other authorised absences and pressing necessity shall not exclude a person who otherwise would have fallen within the definitions outlined above.
- (iii) It is noted that all employees as defined above have received the first wage rise (using the penalty rates and loadings payable under the Woolworths Supermarkets NSW/ACT Agreement 2004) before the following savings arrangement takes effect.
- (iv) The Company gives a commitment that where as a result of the implementation of the Woolworths Supermarkets NSW/ACT Agreement 2007, the hourly rate of pay inclusive of penalties and/or loadings for an employee's classification of work (i.e. full-time, part-time or casual) decreased from the rate which would have been applicable under the Woolworths Supermarkets NSW/ACT Agreement 2004, including the first installment for the same classification, the higher hourly rate of pay will be maintained for that employee until the applicable hourly rate of pay specified by the Woolworths Supermarkets NSW/ACT Agreement 2007 increases to the saved rate.
- (v) This savings provision shall only apply to employees defined above.

13.4.2 Merit payments for Appointed Department 2IC's and Non Salaried Department Managers and employees no longer performing the role for which the merit was issued

Appointed Department 2IC's and Non Salaried Department Managers engaged in NSW or ACT supermarket operations who were in receipt of merit payments on and from the certification of the Woolworths Supermarkets NSW/ACT Agreement 2004 and all employees engaged in NSW or ACT supermarket operations who were in receipt of merit payments on and from the certification of the Woolworths Supermarkets NSW/ACT Agreement 2007, who no longer perform the role for which the merit payment was issued, shall have their merit payments absorbed into future wage increases as follows:

The amount of the wage increases payable pursuant to the terms of the Woolworths Supermarkets NSW/ACT Agreement 2007 shall be reduced by 50% with respect to those employees who are in receipt of a merit payment until such time as the merit payment is fully absorbed and the employees affected are paid at the rate appropriate to their classification.

13.4.3 Sunday Work – All stores

Employees engaged in NSW or ACT supermarket operations prior to 25th October, 1991 were protected from working Sundays under their previous awards in New South Wales and ACT, and it shall remain voluntary for those employees to be rostered to work Sundays provided:-

- (a) Where an employee protected by this sub clause transfers at their own request to a store where Sunday trading is already lawful, the employee will not have the right to refuse to work on Sundays at the new store.
- (b) Where an employee transfers at the Company's request from a non Sunday trading store to another store where Sunday trading is lawful, the employee will retain the right to refuse to work on Sunday at the new store.

An employee referred to above may elect to work on a Sunday for a limited period under written agreement provided that at the end of the period of the Sunday work, the employee's right to refuse to work on Sundays would remain unimpaired.

13.4.4 Roster Changes – All stores

- (a) Existing full-time and part-time employees engaged in NSW or ACT supermarket operations working hours that attract a protected hourly rate will not have their rosters changed so as to avoid the benefits of the protected hourly rate.
- (b) An existing employee engaged in NSW or ACT supermarket operations who agrees to a roster change which eliminates work at a time that attracts a protected hourly rate and subsequently restored to work in those times shall have the protected hourly rate restored.

13.4.5 Reduced Part-time Hours – All stores

Existing part-time employees' working hours in NSW or ACT supermarket operations that attract a protected hourly rate will not have their hours of work reduced so as to avoid the benefit of the protected hourly rate.

13.4.6 Saved Part-time Minimums – Woolworths Town Hall store

Part-time employees engaged at Woolworths' Town Hall store prior to 18th August, 1997 shall not have their hours reduced to below a minimum of 12 hours per week. Provided further that such a part-time employee engaged prior to 1st August, 1988 shall not have their hours reduced to below a minimum of 16 hours per week.

13.4.7 Protection from Working Certain Hours – Woolworths Town Hall Store

No employee engaged at Woolworths' Town Hall store prior to 18th August, 1997 shall be required to work ordinary hours at times which previously attracted penalty rates or overtime where they were previously not working such hours.

13.4.8 Saturday and Sunday Evening Hours – All stores except Woolworths Town Hall

Employees engaged as at 1st October, 1995 in NSW or ACT supermarket operations (other than at the Town Hall store) and not working after 6.00pm on Sundays or Saturdays as at that date shall not be required to work beyond 6.00pm on these days.

13.4.9 Bakery Refreshment Break–All stores except Woolworths Town Hall

In the case of Bakery night workers engaged in NSW or ACT supermarket operations where it is not practical to take a meal break, employees shall be entitled to a refreshment break of 20 minutes. Such refreshment break shall count as time worked and 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 20 minutes in any one shift and such refreshment breaks can be taken at or near the workstation.

13.4.10 The Company gives a commitment that any employee in NSW or the ACT who, during the life of the Woolworths Supermarkets NSW/ACT Agreement 2007, was receiving the Two Engagements In One Day allowance (sub clause 12.6.2 of the Woolworths Supermarkets – NSW/ACT Agreement 2007), will be paid this allowance where they work two engagements in one day in the one store, where the majority of both shifts fall on the same day.

13.4.11 First Aid Allowance

- (i) Part Time employees who, immediately prior to the commencement of the National Supermarkets Agreement 2012, were receiving a daily first aid allowance (in accordance with clause 3.7.16.3 of the National Supermarkets Agreement 2009) will continue to receive their Daily Allowance provided that the employee maintains an entitlement to the first aid allowance under this Agreement.
- (ii) For the avoidance of doubt, entitlement to the Daily Allowance ceases if:
 - (a) The employee is no longer covered by the Woolworths National Supermarkets Agreement 2012 for any reason, or;
 - (b) The employee no longer holds an appropriate and valid first aid qualification, or;
 - (c) The employee elects not to continue to perform first aid duties.
- (iii) The Daily Allowance shall be frozen until the first aid allowance prescribed in sub clause 3.6.9 (a) of this Agreement equals the Daily Allowance and thereafter the employee will be paid as per sub clause 3.6.9 (a) of the National Supermarkets Agreement 2012.

- (iv) In this clause:

Daily Allowance means the first aid allowance that a part time employee was receiving based upon their rostered base hours immediately prior to the commencement of the National Supermarkets Agreement 2012 in accordance with clause 3.7.16.3 of the National Supermarkets Agreement 2009.

13.5 QUEENSLAND

13.5.1 Sunday Work

Employees engaged in Queensland supermarket operations prior to 27 February 1995 were protected from working Sundays under their previous Agreement, and it shall remain voluntary for those employees to be rostered to work Sundays provided:

- (a) An employee referred to above may elect to work on a Sunday for a limited period under written agreement provided that at the end of the period of the Sunday work, the employee's right to refuse to work on Sundays would remain unimpaired.

13.5.2 Voluntary Work for Extended Trading Hours

(i) Definitions

For the purpose of sub clauses 13.5.3(ii) to 13.5.3(iv), the following definitions will apply:

- (a) **"Current employee"** is an employee who is employed either on a weekly or casual basis in a non-exempt shop as at the date of operation of an amendment of the Trading Hours Order – Non-Exempt Shops Trading by Retail – State or of the Trading (Allowable Hours) Act 1990 where the date of operation of the amendment of the Order or of the Act occurs after 20 November 2007, which has the effect of extending the prescribed trading hours.
- (b) **"Order"** means the Trading Hours Order – Non-Exempt Shops Trading by Retail – State.
- (c) **"Non-Exempt Shop"** means a shop defined as such under the Trading (Allowable hours) Act 1990.
- (d) **"Company"** means Woolworths Ltd.
- (e) **"The Act"** means the Trading (Allowable Hours) Act 1990.

(ii) The Company and Employee Duties

- (a) Notice of Extension of Trading hours

The Company will provide by written notice to each current employee twenty-eight days where possible clear notice of the date from which the Company proposes to implement an extension of trading hours arising from an amendment of the Order or of the Act. Such notice will clearly state the new span of trading hours, and will contain a form of election which will enable each current employee to indicate whether they do or do not elect to work within the extended hours. The form of election will contain provision for the signature of the current employee.

- (b) Current Employee's Notice of Election

Each current employee will complete and return to the Company within seven days of the receipt of the notice of extension of trading hours a form of election duly signed.

(iii) Election to be Honoured by the Company

- (a) The Company will not draw a working roster which is contrary to the election of a current employee who has elected not to work within the extended trading hours. Neither will the Company alter a working roster to the disadvantage or prejudice of an employee who has made such an election.

(iv) Variation of Current Employee's Election

A current employee's election may be varied in the following circumstances:

- (a) by mutual agreement between the current employee and the Company, recorded in writing; or
- (b) by written, signed and dated notice of change of election (notice), given to the Company by the current employee, twenty weeks after the date of the commencement of the additional trading hours;
- (c) Provided that the Company will implement a current employee's notice at the commencement of the next mutually acceptable roster cycle, but no earlier than 14 clear days after the date of the notice and will not unreasonably delay implementation of such notice.

13.5.3 Bakery Employees

Bakers, Pastrycooks and apprentices in Queensland supermarket operations were formerly covered by the Bread Manufacturing Award (Southern Mackay Division) State and the Baking and Pastrycooking (Retail Stores) Award State both of which enabled these classifications of employees to be rostered on any day Monday to Sunday provided the applicable loading was paid. The proviso stipulated that where 18 hours or more was worked on two days of the week, the employee was entitled to a four day week with three consecutive days off duty.

13.5.4 Reduced Part-Time Hours

- (a) The weekly minimum for part-time employees hired in Queensland on or before 30 November, 1988 shall be 20 hours.
- (b) The weekly minimum for part-time employees engaged in Queensland as at 3 December 1990 shall be saved at 15 hours.
- (c) The weekly minimum for part-time employees engaged in Queensland as at 27 May, 2004 shall be saved at 12 hours.

13.5.5 Rostered Day Off

- (a) Full-time employees who were employed in Queensland prior to 1 December 1998 shall retain the right to elect a 19 day month roster in accordance with the provisions of this sub clause 13.5.8:
 - Only in emergent circumstances shall a full-time employee's Rostered Day Off be altered by seven days notice, or by written request from an employee stating the reasons for the change in R.D.O.
 - In any other circumstances where the employee does not agree to the change of roster, 14 days notice shall be required.

- (b) The weekly rate including allowances shall be averaged to ensure that four equal payments shall occur, over each four weekly cycle, or two equal payments in a four week cycle where such employee is paid fortnightly.
- (c) 24 minutes of each eight hour day worked will accrue as an entitlement to take the agreed rostered day in each cycle as a day off, with pay.
- (d) Except for emergent circumstances, the Union undertakes that its members shall conduct all private and professional business on the Rostered Day Off (RDO).
- (e) Where an employee works on a Rostered Day Off, any time so worked shall be paid at overtime rates, with a minimum payment of four hours.
- (f) When an employee's Rostered Day Off falls on a public holiday as prescribed in the Agreement, the employee shall by mutual agreement with the Company be paid in one of the following methods:-
 - Another day may be allowed off with pay within 28 days after the Public Holiday;
 - Payment of an additional day's pay - equivalent to one-fifth of the ordinary weekly rate of pay; or
 - A day equivalent to 7.6 hours may be added to annual leave without the payment of 17½ % loading.
- (g) Rostered Days Off falling six consecutive weeks prior to, during or up four weeks after Christmas Day in any year may be foregone and such rostered days off shall be substituted by mutual agreement by one of the following options:-
 - another day or days off in lieu within six weeks either before or after the six week period above or
 - a day or days added to annual leave (excluding 17½% loading);
 - an equivalent number of days pay in lieu of the foregone rostered day(s) off.
- (h) An employee shall not be entitled to a rostered day off falling within a period of Annual Holidays:-
 - Provided that the employee is entitled to a maximum of 12 Rostered Days Off in any 12 month period of employment except in the employee's first year with the Company when annual leave is not taken for one year (52 weeks). In these circumstances a maximum of 13 Rostered Days Off may accrue in the 12 month period.
- (i) In relation to time spent off work as a result of an injury covered by the provisions of the Workcover Queensland Act, 1996:
 - Such time shall not be counted towards any rostered day off;
 - Any time already accumulated towards a rostered day off or any complete rostered day off not taken at the time the injury occurs shall not be lost to the employee concerned.
- (j) If the employee is returned to work, the Company shall do one (1) of the following as regards any time which had accumulated towards a rostered day off at the time the injury occurred:
 - Allow the existing accumulated time towards a rostered day off;
 - Grant a rostered day off if a full day had been accrued;
 - Pay the employee for all time accrued.

- (k) Where an employee is not returned to work, the Company shall pay the employee, at overtime rates for all time accrued towards an untaken rostered day off, at overtime rates, as part of any termination of employment payments.
- (l) Staff whose shifts include Saturdays or Sundays may, by mutual agreement only, take rostered days off on either of these 2 days at ordinary time rates.
- (m) The rostered days off shall be allocated by the Company to ensure that each Store continues to function efficiently and provide maximum customer service during weekly peak trading periods:
 - Provided no employee shall forgo a rostered day off.

13.5.6 QUEENSLAND EXEMPT

- (a) This sub clause 13.5.9 applies to employees in Queensland who are, prior to 26 July 2010, employed as 'exempt employees'. Such employees will continue to be employed in such a manner after 25 July 2010 and shall be 'saved exempt employees' unless such an exempt employee elects to cease the exempt employee arrangement.
- (b) Where an employee's weekly wage is equivalent to or exceeds the exemption rate, such wage shall be paid for all purposes of this agreement. Exempt employees are excluded from this Agreement except for:
 - Rest Pauses
 - Meal Breaks
 - Superannuation
 - Public Holidays
 - Personal Leave
 - Annual Leave
 - Long Service Leave
 - Compassionate Leave
 - Parental Leave
 - Grievance Procedure
 - Parts 10 - 13

- (c) Saved exempt employees will continue to be paid a rate of pay which is 125% or more above the rate of pay of the appropriate classification as per the table below:

SAVED EXEMPT EMPLOYEE WAGE RATES		Date Agreement takes effect	1 Jan 13
Grade 2	<ul style="list-style-type: none"> • Store Team Member • Stocktake Team Member • Store Security Officer 	931.67	945.64
Grade 3	<ul style="list-style-type: none"> • Department Team Support • Stocktake Team Leader • Skilled Non-Tradesperson <ul style="list-style-type: none"> - Skilled Bakery Assistant - Skilled Meat Assistant 	955.78	970.12
Grade 4	<ul style="list-style-type: none"> • Department Team Manager 	1011.69	1026.87
Grade 5	<ul style="list-style-type: none"> • Qualified Tradesperson <ul style="list-style-type: none"> - Baker - Butcher 	1064.91	1080.88

- (d) The maximum number of ordinary hours to be rostered at the discretion of the Company are either:
- (i) 38 hours per week; or
 - (ii) 76 hours per fortnight for those rostered to work a 6/4 roster;
- plus reasonable additional hours.
- (e) When determining whether the number of additional hours that an employee is required to work is reasonable, the Company will take all relevant factors into account. Those factors may include, but are not limited to, the following:
- Any risk to an employee's health and safety that might reasonably arise if the employee worked the additional hours;
 - An employee's personal circumstances (including family responsibilities);
 - The operational requirements of the employee's workplace;
 - Any notice given by the Company of the requirement or request that an employee work the additional hours;
 - Any notice given by an employee of the employee's intention to refuse to work the additional hours;
 - Whether any of the additional hours are on a public holiday; and
 - An employee's hours of work over the 4 weeks immediately prior to the employee being required to work the additional hours.
- (f) The weekly wage for all exempt employees has been calculated to take into account regular additional hours worked. 'Regular Additional Hours' are defined as:
- (i) For all exempt employees 5 rostered regular additional hours per week [or up to 7 if required] (excluding exempt Night Fill Employees); or
 - (ii) An average of 5 rostered regular additional hours per week for those employed on a 6/4 roster) [or up to 7 if required]; or

- (iii) For exempt Night Fill Employees 2 rostered regular additional hours per week (or an average of 2 rostered regular additional hours per week for those employed on a 6/4 roster).
- (g) Exempt employees (excluding exempt Nightfill employees) may be rostered to work 43 hours per week and if required to complete tasks which require hours in excess of their rostered hours, they may work up to 45 hours per week as part of their ordinary hours and Regular Additional Hours. In consideration for exempt employees receiving a weekly wage calculated to take into account Regular Additional Hours, exempt employees agree to work those Regular Additional Hours each week if required.
- (h) Employees may be required on an ad hoc basis to work other reasonable additional hours in addition to their Regular Additional Hours. Where an employee works in excess of their Regular Additional Hours then the employee shall be granted:
 - Either time off in lieu calculated on the basis of one hour worked for one hour time off to be taken within 21 days of working the additional hours; or
 - After 21 days the extra hours worked shall be paid at the rate of time and a half calculated on the exempt rate which is defined in sub clause 13.5.9(c) of this Agreement.
- (i) Temporary Exempt Employment
 - An employee temporarily engaged as an exempt employee who accrues excess hours, will be paid at the exempt rate for time off in lieu taken within 21 days of working the additional hours.
 - After 21 days the extra hours worked shall be paid at the rate of time and a half calculated on the exempt rate which is defined in sub clause 13.5.9(c) of this Agreement.
- (j) An employee may elect to relinquish his/her status as an exempt employee for the purposes of this Agreement and the Company will honour such request as soon as practical. The Company will not unreasonably delay this process.
- (k) Employees previously engaged on a classification under this Agreement, or a predecessor agreement, and who assumed the exempt rate, may relinquish the exempt rate and resume their former classification, employment status and in the case of part-time employees, their core hours.
- (l) A new employee who was initially employed to fill a specific position on exempt rate and who elects to relinquish the exempt rate will be offered an alternative position preferably but not necessarily full time.

13.5.7 Forklift Allowance

- (i) Part Time employees who, immediately prior to the commencement of the National Supermarkets Agreement 2012, were receiving a daily forklift allowance (in accordance with clause 3.7.17 of the National Supermarkets Agreement 2009) will continue to receive their Daily Allowance provided that the employee maintains an entitlement to the forklift allowance under this Agreement.
- (ii) For the avoidance of doubt, entitlement to the Daily Allowance ceases if:
 - (a) The employee is no longer covered by the Woolworths National Supermarkets Agreement 2012 for any reason, or;

- (b) The employee no longer holds an appropriate and valid forklift license, or;
 - (c) The employee elects not to continue to operate a ride-on forklift as part of their regular job role.
- (iii) The Daily Allowance shall be frozen until the forklift allowance prescribed in sub clause 3.6.10 of this Agreement equals the Daily Allowance and thereafter the employee will be paid as per sub clause 3.6.10 of the National Supermarkets Agreement 2012.
- (iv) In this clause:

Daily Allowance means the forklift allowance that a part time employee was receiving based upon their rostered base hours immediately prior to the commencement of the National Supermarkets Agreement 2012 in accordance with clause 3.7.17 of the National Supermarkets Agreement 2009.

13.6 WESTERN AUSTRALIA

- 13.6.1** The stores in Mandurah and Rockingham which are included in the definition of extended trading stores as per sub clause 1.6.15 are:
 - #4340 Mandurah Central
 - #4351 Mandurah Forum
 - Any other store built in the Mandurah local government area, whether built in addition to or replacement of store #4340 or #4351
 - Any new store operated in the Rockingham local government area.
- 13.6.2** Existing employees engaged in Western Australia as at the date of certification of the Woolworths Ltd (WA) Agreement 2008 will not have their hours reduced to allow the employment of new employees.
- 13.6.3** An employee shall not be re-rostered with the intent of avoiding these savings provisions.
- 13.6.4** Saved rates of pay provided by this clause shall lapse when the wages payable pursuant to this Agreement exceed the total payable pursuant to the savings provisions.
- 13.6.5** Employees employed by the company in Western Australia prior to 10 November 1997 may, subject to this Agreement, volunteer to work ordinary hours on a Sunday, but shall not be required to do so. Provided that employees employed by the company in Western Australia prior to 1 November 1994 in stores which were legally able trade on all Sundays of the year prior to 10 November 1997 and in stores in Mandurah and Rockingham identified in Clause 13.6.1 of this Agreement, may volunteer to work ordinary hours on a Sunday, but shall not be required to do so.
- 13.6.6** Employees, other than night fill employees, employed by the company in Western Australia prior to 10 November 1997 shall not be required to work on Saturday nights past 6.00pm.
- 13.6.7** All new employees engaged by the company are to be advised in writing by the company at the point of engagement that they may be required to work on Sundays and/or Saturday night beyond 6.00 pm.

13.6.8 Savings Provisions for Meat Unit Employees

The following saved provisions apply to employees who were employed under the conditions of the Woolworths Limited Western Australia Supermarkets and the Australasian Meat Industry Employees' Union Agreement 2002, immediately prior to the certification of the Woolworths Ltd (WA) Agreement 2008:

- (a) Employees shall continue to receive a 25% penalty for ordinary hours worked between 5:00am and 9:00pm Saturday and between 6:00pm and 9:00pm Monday to Friday. Employees who were working a roster as at the certification date of this agreement which entitled them to a penalty shall not have their roster changed so as to roster a new employee who would not be entitled to a penalty.
- (b) Butchers and Apprentice Butchers will not be required to work in any other department within the supermarket.
- (c) Full-time Meat Packers will not be required to work in any other department within the supermarket. Part-time Meat Packers may be offered additional hours in other areas of the supermarket but have the right to reject such additional hours.
- (d) Employees employed in stores north of the 26th parallel shall continue to receive a 100% penalty for ordinary hours worked between 4:00am and 9:00pm on a Sunday.
- (e) Employees may continue to volunteer to start at 4:00am in ordinary time on a Monday.
- (f) Second in charge employees shall continue to receive the \$21.80 allowance (whilst appointed to this role) until this rate is exceeded by the rate prescribed by sub clause 3.1.4 (c) (iv).
- (g) Relief Meat Managers shall continue to receive the \$21.80 second in charge allowance and the \$27.40 Relieving Meat Manager allowance when performing reliefs, until such time as the sum of these rates is superseded by the "In Charge Rates" under sub clause 3.1.4 (c).
- (h) Employees shall continue to be entitled to a 10 minute tea break if working more than 3.5 hours in the day.
- (i) Employees who could not be required to work in ordinary time on a Sunday shall maintain this condition.
- (j) Payment for sick leave and annual leave shall include any ordinary time penalty that applies to the period of such leave.

13.6.9 First Aid Allowance

- (i) Part Time employees who, immediately prior to the commencement of the National Supermarkets Agreement 2012, were receiving a daily first aid allowance (in accordance with clause 3.7.12.2 of the National Supermarkets Agreement 2009) will continue to receive their Daily Allowance provided that the employee maintains an entitlement to the first aid allowance under this Agreement.
- (ii) For the avoidance of doubt, entitlement to the Daily Allowance ceases if:

- (a) The employee is no longer covered by the Woolworths National Supermarkets Agreement 2012 for any reason, or;
 - (b) The employee no longer holds an appropriate and valid first aid qualification, or;
 - (c) The employee elects not to continue to perform first aid duties.
- (iii) The Daily Allowance shall be frozen until the first aid allowance prescribed in sub clause 3.6.9 (a) of this Agreement equals the Daily Allowance and thereafter the employee will be paid as per sub clause 3.6.9 (a) of the National Supermarkets Agreement 2012.
- (iv) In this clause:
- Daily Allowance means the first aid allowance that a part time employee was receiving based upon their rostered base hours immediately prior to the commencement of the National Supermarkets Agreement 2012 in accordance with clause 3.7.16.3 of the National Supermarkets Agreement 2009.

13.7 SOUTH AUSTRALIA (inc Broken Hill)/ NORTHERN TERRITORY

13.7.1 Late night and weekend work

1. This provision applies to those employees who were employed in South Australia or the Northern Territory between the period of 3 June 1997 and 4 June 2000 and who are employed in stores that were not trading on a Sunday as at 5 June 2000:
 - (a) When Sunday trading is introduced on a permanent basis such employees will have the right of refusal to work in ordinary time on a Sunday.
 - (b) The provision under 13.7.1(a) above does not apply to:
 - temporary Sunday trading which includes the 6 Sundays per year when trading is permitted;
 - Tradespersons (SA Meat Unit employees who as at 18 October 1998 were employed under the conditions of the Woolworths(SA) Pty Ltd Meat Agreement 1996);
 - Grocery Managers or Night fill Managers where it is normal procedure to work Sunday night/Monday morning to build the ends;
 - a night fill situation where it is normal procedure for nightfall staff to fill on a Sunday because of a public holiday situation or a problem associated with a Warehouse delivery;
 - staff on refit teams.
 - (c) If, when Sunday trading is introduced on a permanent basis, the Company does not have enough volunteers to work, then it shall nominate employees to work on the basis of the last person hired will be the first person nominated to work (in ordinary time) amongst those employees who have commenced work after 2 June 1997.

If, in the above situation, there are not enough Department Managers or Supervisors to work then such persons will be nominated to work (in ordinary time) without having to go through the process described in the above paragraph.
2. This provision applies to employees in stores in South Australia or the Northern Territory that were not trading on a Sunday as at 2 June 1997:

- (a) When Sunday trading is introduced on a permanent basis, employees employed before 2 June 1997 will have the right of refusal to work in ordinary time on a Sunday.
 - (b) This provision does not apply to Tradespersons however, and will not apply in relation to "temporary" Sunday trading.
 - 3. This provision applies to employees employed in 7 day trading stores in South Australia as at 1 November 1993:
 - (a) Any employee (excluding Tradespersons) who was employed in South Australia as at 1 November 1993 but who not employed on Sundays as at 1 November 1993 will have the right to refuse work in ordinary time on Sundays.
 - 4. This provision applies to Broken Hill employees who were employed part-time or full-time prior to 4 July 1994:
 - (a) Extended trading hours shall be voluntary with the exception that employees can be required to work at least one late night and one Saturday in each two week period.
 - 5. This provision applies to SA Meat Unit employees who as at 18 October 1998 were employed under the conditions of the Woolworths (SA) Pty Ltd Meat Agreement 1996:
 - (a) Employees cannot be required to work in ordinary time on a Sunday, unless the employee volunteers to work on a Sunday under the following provisions;
 - (b) By agreement with an employee, hours may be worked on Sundays and counted as ordinary hours provided that the rate of double time shall apply for all such hours worked. Agreement with an employee shall be reached only in the following manner;
 - (c) The employer shall post a notice advising employees of the required hours and employees may then apply to the Meat Manager to work such hours.
 - (d) The above notice shall be kept as part of the affected employee's time and wages records.
 - 6. When Sunday trading is introduced in a store on a permanent basis, as a first step the Company will call for volunteers to work on Sundays. At least one month before the introduction of Sunday trading on a permanent basis a notice will be placed on the staff notice board calling for volunteers. If however, there is insufficient volunteers then the Company will nominate employees to work and such employees will be required to work.
- 13.7.2** This provision sets out hours of work and penalty rates for Meat Unit employees in South Australia who as at 18 October 1998 were employed under the conditions of the Woolworths (SA) Pty Ltd Meat Agreement 1996:
- 13.7.2.1** The ordinary hours of work shall not exceed 38 per week, or an average of 38 per week if employed on a 2, 3, or 4 week roster. Ordinary hours may be rostered at any time on any day Monday to Saturday.

13.7.2.2 Penalties:

The following penalties apply when ordinary hours are worked during the following hours:

Midnight to 5am Monday to Saturday - a 30% penalty

5am Saturday to 6pm Saturday- the following additional hourly rates shall be paid: (excluding casual employees)

Under 17 years of age Meat Packer	\$1.48 per hour	1 st year Apprentice	\$1.63 per hour
17 year old Meat Packer	\$1.77 per hour	2 nd year Apprentice	\$2.11 per hour
18 year old Meat Packer	\$2.07 per hour	3 rd year Apprentice	\$2.60 per hour
19 year old Meat Packer	\$2.36 per hour	4 th year Apprentice	\$2.93 per hour
20 year old Meat Packer	\$2.66 per hour	Senior Meat Packer	\$2.95 per hour
		Butcher	\$3.25 per hour

6:00pm Saturday until midnight Saturday,

- 30% penalty in respect of employees employed prior to 2 June 1997
- 25% penalty in respect of employees employed on/after 2 June 1997

13.7.3 This provision applies to employees employed in stores at Broken Hill, who were engaged in such stores prior to the date of the 2009 National Supermarket Agreement coming into effect.

13.7.3.1 The ordinary hours of work shall not exceed 38 per week, or an average of 38 per week if employed on a 2, 3 or 4 week roster. Ordinary hours may be rostered at any time on any day Monday to Sunday.

13.7.3.2 Penalties - Employees employed prior to 3 August 1998

The following penalties apply when ordinary hours are worked during the following hours:

Midnight until 5:00am Monday to Saturday- a 30% penalty

6:00pm until midnight Monday to Friday- a 20 %penalty

5:00am to 6:00pm Saturday - a 20% penalty

6.00pm Saturday until midnight Saturday - a 25% penalty

Midnight Saturday until 7:00am Sunday, and 6:00pm Sunday until midnight Sunday - a 75% penalty

7:00am Sunday until 6:00pm Sunday - a 50% penalty.

13.7.3.3 Penalties - Employees employed on or after 3 August 1998 but prior to the date of effect of the 2009 National Supermarket Agreement

The following penalties apply when ordinary hours are worked during the following hours:

Midnight until 5:00am. Monday to Saturday - a 30% penalty

6:00pm to 9:00pm Saturday -,

- a 25% penalty in respect of employees employed on/after 3 August 1998 and before 5 June 2000.
- there is no penalty during the above hours for employees employed on/after 5 June 2000.

9pm Saturday until midnight Saturday - a 25% penalty

Midnight Saturday until 7am Sunday, and 8pm Sunday until midnight Sunday - a 75% penalty

7am Sunday until 8pm Sunday - a 50% penalty

Employees who were working between 6pm and 8pm Sundays prior to 9 June 2003 will continue to be paid a penalty of 75% for such time worked.

13.7.3.4 Staff working Saturdays prior to 5 June 2000 must not be displaced as a result of the deletion of penalty rates between 6:00pm and 9:00pm on a Saturday for new employees.

13.7.3.5 Refer to sub clause 13.7.1 - Savings Provision, for late night and weekend work.

13.7.3.6 For all employees who commence employment on or after the date of effect of the 2009 National Supermarket Agreement the Conditions of Employment in part 4 shall apply.

13.7.4 This provision relates to Bakers/Pastry Cooks and Apprentice Bakers/Pastry Cooks employed in stores in the Northern Territory.

13.7.4.1 The ordinary hours of work shall not exceed 38 per week, or an average of 38 per week if employed on a 2, 3 or 4 week roster. Ordinary hours may be rostered at any time on any day as follows:

13.7.4.2 Where work, not being overtime, finishes after midnight and at or before 8:00am the whole of that shift shall be a night shift, and the hours during such shift shall be ordinary hours.

13.7.4.3 When work, not being overtime, finishes at or after 6:00pm and at or before midnight the whole of that shift shall be an afternoon shift, and the hours during such shift shall be ordinary hours.

13.7.4.4 Penalties:

A shift penalty of 10% shall apply for all hours worked between midnight and 6:30am Monday to Saturday.

When work is performed in ordinary time on a Sunday, the following penalties shall apply in lieu of the 10% shift penalty-

Midnight Saturday until 7am Sunday, and 6pm Sunday until midnight Sunday:

- 100% penalty in respect of employees employed before 2 June 1997
- 75% penalty in respect of employees employed on/after 2 June 1997

7am Sunday to 6pm Sunday - a 50% penalty.

13.7.4.5 An employee engaged on a shift which does not continue for at least five consecutive working days shall be paid at the rate of double time and one half for each such shift.

13.7.4.6 Where a shift is worked so that part falls on one day, and part on another day the whole of such shift shall be deemed to fall, for the purposes of sub clauses 13.6.7. and clause 7, on the day where the majority of hours are worked.

13.7.4.7 Refer to sub clause 13.7.1 - Savings Provision for Sunday Work.

13.7.5 This provision relates to employees engaged prior to 2 June 1997 in stores in South Australia and the Northern Territory. For such employees, the following penalties shall apply when ordinary hours are worked during the following hours:

- (a) 6:00pm and 9:00pm Saturday – 30% penalty
- (b) 9:00pm Saturday until midnight Saturday – 30% penalty
- (c) Midnight Saturday until 7:00am Sunday – 100% penalty
- (d) 6:00pm Sunday until midnight Sunday – 100% penalty

13.7.6 This provision relates to employees engaged on or after 2 June 1997 and prior to 5 June 2000 in stores in South Australia and the Northern Territory. For such employees, the following penalties shall apply when ordinary hours are worked during the following hours:

- (a) 6:00pm and 9:00pm Saturday – 25% penalty

13.7.7 This provision relates to employees engaged on or after 2 June 1997, but prior to the date of effect of the 2009 National Supermarket Agreement, in stores in South Australia and the Northern Territory. For such employees, the following penalties shall apply when ordinary hours are worked during the following hours:

- (a) 9:00pm Saturday until midnight Saturday – 25% penalty
- (b) 6am Sunday until 7:00am Sunday – 75% penalty
- (c) 6:00pm Sunday until 9pm Sunday – 75% penalty

13.7.8 Starts and Rosters

13.7.8.1 Full-time and part-time SA Meat Unit employees who as at 18 October 1998 were employed under the conditions of the Woolworths (SA) Pty Ltd Meat Agreement 1996, cannot be required to work more than one in two Saturdays in ordinary time unless an employee volunteers, in writing, to do so.

13.7.9 Annual Leave

Payment for Annual Leave - SA ALHMWU Tradespersons as at 1 November 1996. Employees taking 28 days annual leave shall be paid:

- (a) (4/52nds of their total annual earnings in the twelve month period immediately preceding the date on which the right to take annual leave accrued; or
- (b) ordinary time rates prescribed under this agreement for the period of leave, plus 17.5% of that sum, whichever is the greater.

13.7.10 Flexibility of Work

13.7.10.1 This provision applies to Meat Unit employees who as at 1 June 2000 were employed under the conditions of the Woolworths (SA) Pty Ltd Meat Certified Agreement 1998.

13.7.10.2 Employees within each classification may perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.

13.7.10.3 Employees shall perform such work as is reasonable and lawfully required of them by the Company including accepting instruction from authorised personnel.

13.7.10.4 Employees shall comply with all reasonable requests to transfer or change jobs within the agreement structure.

13.7.10.5 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

13.7.10.6 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times.

13.7.10.7 Under exceptional circumstances Meat Packers/Cabinet Attendants may be required to work in the Produce, Service Deli, Bake house, Seafood or Variety departments within the store in which case they shall be paid the hourly rate applicable to the relevant classification, for each hour so employed. Meat Packers/Cabinet Attendants may not be rostered outside the Meat Unit, except where a part-time employee requests additional hours in which case such hours may be worked in any department within the store. This sub clause shall not apply to Butchers or Apprentice Butchers.

13.7.11 Long Service Leave Broken Hill

Long service leave provisions for Broken Hill employees shall be as per the NSW Long Service Leave Act 1955, provided however that 13 weeks long service leave will be granted at the end of 10 full complete years in lieu of 15 years as now set out in the NSW Long Service Leave Act 1955.

This concession only commences to accrue on or after 1 January 1971. All other provisions, conditions, durations and qualifying periods etc., of the NSW Long Service Leave Act 1955 remain unaltered and are not affected by the above concession of 13 weeks long service leave for 10 years service.

13.7.12 First Aid Allowance

(i) Part Time employees who, immediately prior to the commencement of the National Supermarkets Agreement 2012, were receiving a daily first aid allowance (in accordance with clause 3.7.13.4 of the National Supermarkets Agreement 2009) will continue to receive their Daily Allowance provided that the employee maintains an entitlement to the first aid allowance under this Agreement.

(ii) For the avoidance of doubt, entitlement to the Daily Allowance ceases if:

- (a) The employee is no longer covered by the Woolworths National Supermarkets Agreement 2012 for any reason, or;
- (b) The employee no longer holds an appropriate and valid first aid qualification, or;
- (c) The employee elects not to continue to perform first aid duties.

(iii) The Daily Allowance shall be frozen until the first aid allowance prescribed in sub clause 3.6.9 (a) of this Agreement equals the Daily Allowance and thereafter the employee will be paid as per sub clause 3.6.9 (a) of the National Supermarkets Agreement 2012.

(iv) In this clause:

Daily Allowance means the first aid allowance that a part time employee was receiving based upon their rostered base hours immediately prior to the

commencement of the National Supermarkets Agreement 2012 in accordance with clause 3.7.16.3 of the National Supermarkets Agreement 2009.

13.7.13 Forklift Allowance

- (i) Part Time employees who, immediately prior to the commencement of the National Supermarkets Agreement 2012, were receiving a daily forklift allowance (in accordance with clause 3.7.13.5 of the National Supermarkets Agreement 2009) will continue to receive their Daily Allowance provided that the employee maintains an entitlement to the forklift allowance under this Agreement.
- (ii) For the avoidance of doubt, entitlement to the Daily Allowance ceases if:
 - (a) The employee is no longer covered by the Woolworths National Supermarkets Agreement 2012 for any reason, or;
 - (b) The employee no longer holds an appropriate and valid forklift license, or;
 - (c) The employee elects not to continue to operate a ride-on forklift as part of their regular job role.
- (iii) The Daily Allowance shall be frozen until the forklift allowance prescribed in sub clause 3.6.10 of this Agreement equals the Daily Allowance and thereafter the employee will be paid as per sub clause 3.6.10 of the National Supermarkets Agreement 2012.
- (iv) In this clause:
Daily Allowance means the forklift allowance that a part time employee was receiving based upon their rostered base hours immediately prior to the commencement of the National Supermarkets Agreement 2012 in accordance with clause 3.7.17 of the National Supermarkets Agreement 2009.

13.8 TASMANIA SUPERMARKET EMPLOYEES (Excluding Meat Employees)

13.8.1 Supersession and Savings

From the day following the nominal expiry date of 29 November 2009 of the current 2006-2009 Agreement, this Agreement supersedes the Woolworths Tasmanian Retail Operations Enterprise Agreement 2006-2009. No right, obligation or liability incurred or accrued under any provision of the former Agreement will be affected by this supersession.

13.8.2 Sunday Work

For employees that were employed in Tasmania Supermarket operations (excluding meat operations) prior to the implementation of seven day trade in Tasmania on the 1st December 2002, Sunday work remains voluntary.

13.8.3 Saturday Work

For employees who were employed prior to the operation of the National Supermarkets Agreement 2009, and regularly worked between Saturday 10pm and Midnight the following penalty rates will continue to apply for these employees:

Full-time and Part-time:	150%
Casual	170%

13.8.4 First Aid Allowance

- (i) Part Time employees who, immediately prior to the commencement of the National Supermarkets Agreement 2012, were receiving a daily first aid allowance (in accordance with clause 3.7.13.4 of the National Supermarkets Agreement 2009) will continue to receive their Daily Allowance provided that the employee maintains an entitlement to the first aid allowance under this Agreement.
- (ii) For the avoidance of doubt, entitlement to the Daily Allowance ceases if:
 - (a) The employee is no longer covered by the Woolworths National Supermarkets Agreement 2012 for any reason, or;
 - (b) The employee no longer holds an appropriate and valid first aid qualification, or;
 - (c) The employee elects not to continue to perform first aid duties.
- (iii) The Daily Allowance shall be frozen until the first aid allowance prescribed in sub clause 3.6.9 (a) of this Agreement equals the Daily Allowance and thereafter the employee will be paid as per sub clause 3.6.9 (a) of the National Supermarkets Agreement 2012.
- (iv) In this clause:

Daily Allowance means the first aid allowance that a part time employee was receiving based upon their rostered base hours immediately prior to the commencement of the National Supermarkets Agreement 2012 in accordance with clause 3.7.16.3 of the National Supermarkets Agreement 2009.

13.9 NATIONAL

13.9.1 Classifications Structure

- (i) Subject to 13.9.1 (ii) and (iii) below, the Company gives a commitment that Reclassified Employees will continue to receive the full pay increases set out in clause 3.1 for the grade at which the position they held immediately prior to the commencement of the Woolworths National Supermarkets Agreement 2012 was classified under the Woolworths National Supermarkets Agreement 2009.
- (ii) Employees must continue to be employed in the position they held immediately prior to the commencement of the National Supermarkets Agreement 2012 in order to be entitled to the savings provisions outlined in sub clause 13.9.1(i) above.
- (iii) For the avoidance of doubt, clause 13.9.1(i) will not apply to:
 - (a) Employees who cease to be covered by the Woolworths National Supermarkets Agreement 2012 for any reason; or
 - (b) Employees who elect to change their duties and position.

These employees will be paid the appropriate rate of pay for the position as prescribed in sub clause 3.1 of the Woolworths National Supermarkets Agreement 2012.

- (iv) In this clause:

Reclassified Employee means an employee who immediately prior to the commencement of the Woolworths National Supermarket Agreement 2012, was employed in a position which was either:

- (a) Reclassified to a lower grade under the National Supermarkets Agreement 2012 than the position was classified under the National Supermarkets Agreement 2009,
 - (i) In South Australia (inc Broken Hill)/Northern Territory, 13.9.1(iv)(a) shall only apply to employees reclassified to a grade with a lower wage rate under the National Supermarkets Agreement 2012 than the position was classified under the National Supermarket Agreement 2009;
or
- (b) Removed from the classification structure in the National Supermarkets Agreement 2012.

Signed for and behalf of Woolworths:



Michael James (General Manager Convenience Liquor)

Date: 2/10/2012

Address: 1 WOOLWORTHS WAY
BELLA VISTA.

Signed for and behalf of the Shop Distributive and Allied Employees' Association:



Joe de Bruyn (National Secretary)

Date: 5/10/12 -

Address: 6th FLOOR,
53 QUEEN ST.,
MELBOURNE. 3000

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Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.