

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/202

TITLE: Chisholm Manufacturing Packaging Division Enterprise Agreement

I.R.C. NO: 98/3893

DATE APPROVED/COMMENCEMENT: 7 August 1998 and commenced from the first full pay period to commence after 7 August 1998

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NEW AGREEMENT OR VARIATION: New. Replaces EA 96/350

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 38

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Maintenance/Line operator employees of Chisholm Manufacturing

PARTIES: Chisholm Manufacturing Pty Limited Trading As Woolworth Meat Centre -&- Jamine Salas, Emanuel Tabone, Michele Ternel, Antolin Veliz, Ewa Wojciechowska, Marek Wojciechowski

Ex. A.

23 April 1998

**CHISHOLM MANUFACTURING PACKAGING DIVISION
ENTERPRISE AGREEMENT**

Arrangement

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Registered
Enterprise Agreement
Industrial Registrar 1

7. Order/receive stock and generally deal with suppliers.
8. Answer and respond to telephone enquires.
9. Quality inspection of product
10. Required to use information technology.
11. Loss prevention procedures.
12. Forklift operator
13. Limited packing machine operation

1.5 Employee Grade 3 -

is an employee who 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 Employee Grade 2.

These additional skills and responsibilities may be exemplified by the necessity to provide specialised technical advice, gained by structured training, provided by and deemed appropriate by the Company to qualify the employee for a vacancy in this grade.

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

The duties of Employee Grade 3 may include (but are not limited to): -

1. Order assembly
2. Prepare dump bin for pick up
3. Loading of orders for dispatch
4. Receiving & checking of raw materials
5. Issue of Raw materials to Production
6. Operation & minor maintenance of Forklift
8. Preparation of transport documentation
9. Operate & control Packing machinery
10. Limited staff supervision

1.6 Employee Grade 4 -

is an employee who has advanced skills and knowledge and appointed to this grade by the Company. Employees at this grade will also perform grade 1, 2 & 3 duties when required.

The duties of Employee Grade 4 may include (but are not limited to): -

1. Operate and Control packing machines
2. Schedule packing line operation
3. Supervision of staff
4. Responsible for Site Security
5. Minor Maintenance

4 week cycle.

2.5.2 The minimum daily engagement shall be 3 hours.

2.5.3 The maximum daily engagement shall be 11 hours (exclusive of meal breaks).

2.5.4 The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to Clause 3.3.3.

2.5.5 Rate of Pay and Agreement Provisions

Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight. The provisions of this agreement with respect to sick leave, holidays, loadings and weekend penalties shall apply to part-time employees on a pro rata basis.

2.5.6 Additional Hours

Notwithstanding the above provisions a part-time employee may be offered hours, on a voluntary basis, which are in addition to the employee's regular rostered hours provided that such additional hours are: -

- (a) not in excess of daily or weekly maximum hours elsewhere provided in this agreement without the payment of overtime.
- (b) in accordance with the relevant roster principles and
- (c) paid at the stipulated casual hourly rate of pay, which shall be in lieu of annual leave, sick leave or any other forms of leave for such hours worked.

2.6 Casual Employees

2.6.1 Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus 20 per cent, in lieu of annual leave and other leave entitlements except Long Service Leave, with a payment on any engagement of a minimum of two hours and a maximum of eleven hours.

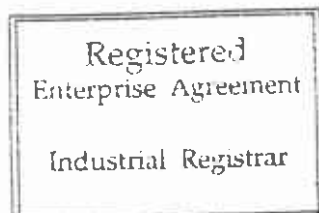
2.6.2 A maximum of 6 days in any week.

2.6.3 Start times may be changed, if contact is made, prior to the employee's arrival for work.

2.6.4 A casual shall not receive a penalty upon a penalty. This is meant to apply where a casual employee receives the appropriate loading in addition to the hourly rate and should the casual go into overtime or into a period where an additional loading applies, then the appropriate hourly rate would be the ordinary rate plus the higher of either the overtime rate or loading as opposed to the casual rate but not both.

2.7 TEMPORARY WEEKLY EMPLOYMENT

2.7.1 The Company may engage temporary weekly employees.



day, wages may be paid within four days from the end of the pay period.

2.9 Continuous Service

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

- 2.9.1 Unauthorised absences of more than one week
- 2.9.2 Authorised unpaid absences of more than one week as provided in clause 15 Leave of Absence of this agreement
- 2.9.3 Any authorised unpaid absence of more than one week due to sickness or accident

2.10 Unfair Dismissals

Termination of employment by the Company shall not be harsh, unjust or unreasonable, whether notice has been given to the employee or not.

Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

2.11 Termination of Employment -

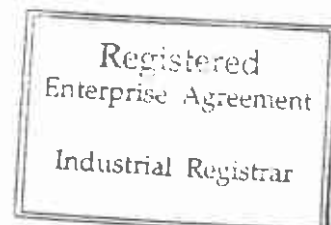
2.11.1 Termination for Misconduct

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

2.11.2 Notice of termination by the Company

- (a) In all other cases to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 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)



not of a confidential nature gained by the employee during the course of employment, shall not, without the specific authority of the Company, be passed on to any person who would be in a position to use such information to the detriment of the Company. Nor shall such information be used for the personal benefit of the employee.

3. HOURS - ROSTERING PRINCIPLES

3.1 The ordinary hours of work of employees shall not exceed an average of thirty-eight hours per week averaged over a maximum of 4 weeks, Monday to Sunday.

3.2 Weekly employees on engagement shall be notified of their roster, which shall specify:

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

Subject to changes in the event of an emergency, the above (a), (b) and (c) shall not be changed except:

- upon not less than seven days notice or
- by agreement between the employee and the Company.

3.3 All weekly employees shall be rostered their ordinary hours of work on any five days of the week, Monday to Sunday inclusive, on the following basis:

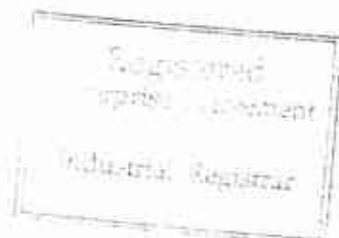
3.3.1 The minimum number of ordinary hours which may be worked on any one day shall be for full-time employees 4 hours and part-time employees 3 hours. The maximum number of ordinary hours which may be worked on any one day shall be 11 hours.

3.3.2 The maximum number of hours a full-time employee may be rostered in any week shall be 54.

3.3.3 Provided that ordinary hours may be worked on 6 days in one week if in the following week ordinary hours are worked on not more than 4 days.

3.4 There shall be not less than a 8 hours break between finishing work (including overtime) on one day or shift and the commencement of work on the next day or shift. If on the instructions of the Company such an employee resumes or continues to work without having such period off duty, the employee shall be paid at the appropriate overtime rate until released from duty for such period, and such employee shall then be entitled to be absent until the employee has had such period off duty, without the loss of pay for ordinary working time occurring during such absence.

3.5 Weekly employees who are unable to work a part of their rostered hours due to some unforeseen pressing family matter, may be allowed, at the employee's initial option, with the



- 7.1 Employees under this agreement shall be required to perform a wider range of duties including work, which is incidental or peripheral to their main tasks or functions as well as maintenance duties requiring some use of tools.
- 7.2 An Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 7.3 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- 7.4 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times

8. Meal Breaks and Rest Pause

8.1 Meal Breaks

A meal break shall be allowed for a minimum of twenty five minutes to one hour. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the establishment.

8.2 Rest Pause

When and where it can be arranged conveniently by the Company each employee who works more than four hours on any day shall be allowed a Rest Pause of 15 minutes.

9. Overtime

9.1 All overtime shall be paid for at the rate of time and one-half for the first 2 hours and double time thereafter.

9.2 Where, after having left the place of employment, an employee is recalled to work from home, the employee shall be paid for at least three hours work at the appropriate overtime rate, except where such recall occurs within one hours of the employee's normal commencement hire. In such case overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.

9.3 Compulsory Overtime

The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.



11.2 Holidays in lieu

11.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

11.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

11.2.3 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.

11.3 Additional Holidays

Weekly employees shall be entitled without loss of pay to an additional public holiday where in the State, public holidays are declared or prescribed on days other than those set out in 11.1.1 and 11.1.2, those days shall constitute additional days for the purpose of this Agreement.

11.4 Substitution Agreement

11.4.1 The Company, with the agreement of the employees, may substitute another day for any prescribed in this clause.

11.4.2 (a) The Company and employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

(b) An agreement pursuant to (a) shall be recorded in writing and be available to every affected employee.

(c) If no resolution is achieved, the Company may apply to the Commission for approval of the agreement reached with the employees. Such an application must be made fourteen or more days before the prescribed holiday. After giving the Company and employees an opportunity to be heard, the Commission will determine the application.

11.5 Payment for Holidays not worked

Where the site does not open for trade on a public holiday and an employee would have been rostered to work on such a day, they shall be entitled to payment for the day based upon their ordinary hours normally rostered to work.

11.6 Holidays worked

Where the site opens for trade on a public holiday, employees who would normally be rostered to work may be requested 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

12.2 Continuous Employment

Continuous employment as specified in 12.1 means constant weekly employment until the termination of an engagement.

12.3 Taking of Annual Leave

Annual leave shall be taken at a time mutually agreed upon by the Company and the employee, and in the absence of agreement at a time fixed by the Company, within a period not exceeding six months from the date when the right to annual leave accrued due and after not less than four weeks' notice to the employee.

Annual leave shall be taken in a continuous period, or in the event of an agreement between the Company and an employee, in up to four separate periods. Provided that the employee may apply to take, up to one week's annual leave per year, in single days to attend to family matters.

12.4 Pro-rata Annual Leave on Termination

Should an employee not complete twelve months' service the employee shall on the termination of employment, be entitled to pay on a pro rata basis.

12.5 Payment of Annual Leave

Before an employee proceeds on annual leave the employee shall be paid any monies then due in respect of the annual leave being taken or which may accrue due during the period of leave.

12.6 Payment in lieu of annual leave and other employment during annual leave

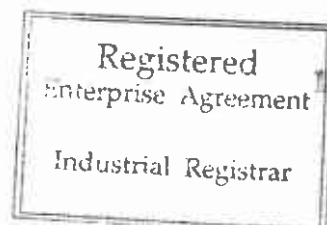
Payment in lieu of annual leave shall not be made by the Company and not accepted by an employee except in accordance with all requirements of this clause. An employee shall not offer their services to any other employer during the period on paid annual leave and an Company shall not engage an employee who is on paid annual leave.

12.7 Annual Leave loading

During a period of annual leave an employee shall receive a loading of 17-1/2 per cent calculated on the appropriate rate of wage prescribed by clause 5 of this agreement. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance). The loading prescribed by this subclause shall apply to proportionate leave due on termination of employment where employment is terminated by the Company but it shall not apply where the reason for termination is misconduct or wilful disobedience.

12.8 Loadings for certain ordinary hours

Provided that, if the amount to which the employee would have been entitled by way of



for duty, prior to the time of commencement of the shift and state the nature of the illness or injury and the estimated duration of the absence.

14.3.2 To be entitled to payment, the employee shall provide the Company with a medical certificate issued by a duly qualified practitioner when absent for:-

- (a) more than 2 single shifts in any anniversary year
- (b) 2 consecutive shifts or more

The Company may require satisfactory proof of illness for any absence on sick leave which is continuous with other forms of leave.

14.3.3 for the purposes of this clause as it relates to weekly employees "day" shall mean the number of hours the employee would have worked on the day on which the employee was absent, had the employee not been sick.

14.4 Continuous Service

For the purpose of this clause continuous service shall be deemed not to have been broken by any absence from work on paid leave granted by the Company.

15. LEAVE OF ABSENCE

15.1 Period of Leave of Absence

Where a weekly employee applies for and is granted a period of authorised unpaid leave of absence of one weeks duration or more, all entitlements to annual leave, sick leave or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.

Provided that:-

15.1.1 the maximum period of absence on any one occasion may be 4 weeks

15.1.2 such absence shall not break continuity of employment for the employee concerned.

15.1.3 employees have at least one year's service

15.1.4 employees are limited to 2 periods of such leave in any 5 years service.

15.2 Reasons for Leave of Absence

An application for Leave of Absence shall be considered for a approved period of unpaid leave, for the following reasons, which whilst not exhaustive, may include:-

- an employee who is studying and requires time to attend exams or participate in annual school holidays

18. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave with the birth or adoption of a child.

Notwithstanding the terms of this clause, employees may be engaged, on a strictly voluntary basis, on a casual basis during periods of Parental leave. Such engagements shall be paid at the appropriate hourly rate in lieu of all leave entitlements and shall not be included as service for any such accruals and will not extend the period of Parental leave beyond the originally approved period of leave.

(A) MATERNITY LEAVE

- (1) Maternity leave is unpaid leave.
 - (2) For the purposes of this subclause:
 - (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual work.
 - (b) "Paternity leave" means leave of the type provided for in subclause (B).
 - (c) "Child" means a child of the employee under the age of one year.
 - (d) "Spouse" includes a de facto or a former spouse.
 - (e) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part-time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the Company or by the Agreement.
 - (3) An employee who becomes pregnant, upon production to the Company of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.
- Subject to paragraphs (6) and (9) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

- (ii) the period may be further lengthened by agreement between the Company and the employee.
- (b) The period of maternity leave may, with the consent of the Company, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (8) (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Company which shall not exceed four weeks from the date of notice in writing by the employee to the Company that she desires to resume work.
- (9) (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.
- (c) For the purposes of paragraphs (10), (11) and (12) hereof, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing she shall be

inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (c) Before the Company engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the Company shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring the Company to engage a replacement employee.

(B) PATERNITY LEAVE

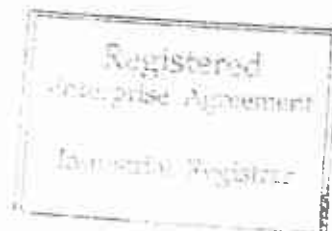
(1) Paternity leave is unpaid leave.

(2) For the purposes of this subclause:

- (a) **"Employee"** includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) **"Maternity Leave"** means leave of the type provided for in subclause (a) (and includes special maternity leave) whether prescribed in the Agreement.
- (c) **"Child"** means a child of the employee or the employee's spouse under the age of one year.
- (d) **"Spouse"** includes a de facto or a former spouse.
- (e) **"Primary care-giver"** means a person who assumes the principal role of providing care and attention to a child.
- (f) **"Continuous service"** means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part-time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the Company or by the Agreement.

(3) A male employee, upon production to the Company of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;



notice in writing stating the period by which the leave is to be lengthened;

- (ii) the period may be further lengthened by agreement between the Company and the employee.
- (b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the Company, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.
- (8) (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
(b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.
- (9) Subject to this subclause, notwithstanding any Agreement or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant Agreement.
- (10) (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this Agreement.
(b) The Company shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.
- (11) (a) An employee shall confirm his intention of returning to work by notice in writing to the Company given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3) (b) hereof.
(b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position as nearly comparable in status and pay to that of his former position.
- (12) (a) A replacement employee is an employee specifically engaged as a result of an



Agreement.

(3) An employee, upon production to the Company of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not exceed beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) hereof; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with the Company immediately preceding the date upon which he or she proceeds upon such leave in either case.

(4) Before taking adoption leave the employee must produce to the Company:

- (a)
 - (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(b) In relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:

- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract or employment.

(5) (a) Upon receiving notice of approval for adoption purposes, an employee shall

- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the Company forthwith and the Company shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.
- (8) The Company shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Company may require the employee to take such leave in lieu of special leave.
- (9) (a) Provided the aggregate of any leave including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised Agreement absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.
- (10) Subject to this subclause, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Agreement.
- (11) (a) The employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Agreement.
- (b) The Company shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of the Company in relation to termination of employment are not hereby affected.
- (12) (a) An employee shall confirm the intention of returning to work by notice in writing to the Company given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph (3)(b) hereof.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.



- (iii) Any period of leave or absence authorised by the Company or by the agreement.

(2) Entitlement

With the agreement of the Company;

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(3) Return to Former Position

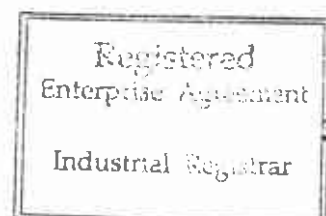
- (a) An employee who has had at least 12 months continuous service with an Company immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) hereof shall prevent the Company from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(4) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

(5) Pro-rata Entitlement

Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part-time employment shall be in accordance with the provisions of this agreement which shall apply pro rata.



shall be provided to the employee by the Company.

- (d) The terms of this agreement shall apply to the part-time employment.

(9) Termination of Employment

- (a) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this agreement but may not be terminated by the Company because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(10) Extension of Hours of Work

The Company may request, but not require, an employee working part-time under clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (5).

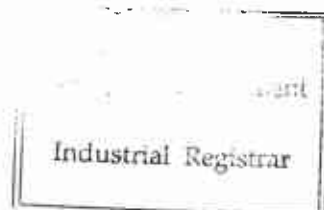
(11) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this agreement.

(12) Inconsistent Agreement Provisions

An employee may work part-time under this clause notwithstanding any other provision of this agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

- (a) Limiting the number of employees who may work part-time;
- (b) Establishing quotas as to the ration of part-time to full-time employees;
- (c) Prescribing a minimum or maximum number of hours a part-time employee may work; or
- (d) Requiring consultation with, consent of or monitoring by a union; and such



22. **JURY SERVICE**

An employee required to attend for jury service during the employees ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of the employees attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

An employee shall notify the Company as soon as possible of the date on which they are required to attend for jury service. Further the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

23. **SETTLEMENT OF DISPUTES AND GRIEVANCES**

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

- (a) The employee is required to notify (in writing or otherwise) the Supervisor as to the substance of the grievance, request a meeting with the Supervisor for discussions and state the remedies sought. This meeting shall take place within two (2) working days of the issue arising (weekends and holidays excepted).
- (b) If agreement is not reached between the employee and the Supervisor, the matter shall then be referred by the Supervisor to Plant Manager no later than three working days after the period stated in paragraph (a) of this sub-clause (weekends and holidays excepted). The Plant Manager will meet with the employee within two (2) working days (weekends and holidays excepted).
- (c) At the conclusion of the discussion, the Plant Manager must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (d) Whilst a procedure outlined in paragraphs (a), (b), (c) and (d) of this subclause are being followed, normal work must continue.
- (e) The Company may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of step (d) of the procedure.
- (f) If the matter still can not be resolved, the matter may be referred to the Industrial Relations Commission of New South Wales.

23.2 Procedures relating to concerns about an employee's job performance:

- (a) Where a question, dispute or difficulty arises concerning an employee's job performance or breach of company policy, a meeting shall take place between the Supervisor and the employee, at which attempts will be made to clarify the area of concern or breach of company policy and will be documented; a program of

This agreement was not entered into under duress by any party to it.
Signed for and on behalf of Woolworths Limited t/as Chisholm Manufacturing

Signature *E. Wojciechowska*

Printed Name and Occupation **EWA WOJCIECHOWSKA
PACKER / LINE OPERATOR**

Witness
Date

Signed By

Signature *M*

Printed Name and Occupation **MICHELE TERNEL
PACKER / LINE OPERATOR**

Signed By

Signature *E. Tabone*

Printed Name and Occupation **EMANUEL TABONE
FORKLIFT / ~~ORDER~~ OPERATOR.**

Signed By

Signature *Marek Wojciechowski*

Printed Name and Occupation **MAREK WOJCIECHOWSKI
MAINTENANCE / OPERATOR**

Signed By

Signature *Jaime S*

Printed Name and Occupation **JAIME SALAS
MACHINE OPERATOR**

Signed By

Signature *A. R. Veliz*

Printed Name and Occupation **A. R. VELIZ SENIOR MACHINE OPERATOR**

Signed By *SI*

Signature

Printed Name and Occupation
Witness *Freeman*
Date

29.4.98



This agreement was not entered into under duress by any party to it.
Signed for and on behalf of Woolworths Limited t/as Chisholm Manufacturing

Signature *[Handwritten Signature]*

Printed Name and Occupation **JOE DEGABRIELE - NATIONAL EMPLOYEE RELATIONS
MANAGER**

Witness *[Handwritten Signature]*
Date **20/5/99 Sue. Georg**

Signed By

Signature

Printed Name and Occupation

Signed By

Signature

Printed Name and Occupation

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Printed Name and Occupation

Witness

Date

