

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/288

TITLE: Blacktown Meat Centre Administration Agreement

L.R.C. NO: 99/5422

DATE APPROVED/COMMENCEMENT: Approved 25 October 1999 and commenced 31 July 1998

TERM: 31 July 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 21



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by the Company in a clerical capacity for the Chisholm Manufacturing division of Woolworths Limited located at the Blacktown Meat Centre, 25 Bessemer Street, Blacktown, NSW

PARTIES: Chisholm Manufacturing Pty Limited Trading As Woolworth Meat Centre -&- Federated Clerks' Union of Australia, New South Wales Branch, The Retail Traders' Association of New South Wales

BLACKTOWN MEAT CENTRE ADMINISTRATION AGREEMENT

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1) NO EXTRA CLAIMS

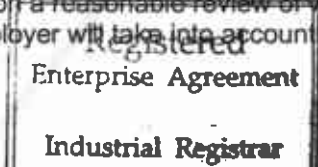
- a) It is a term of this Enterprise Agreement that the parties undertake, for the duration of this Enterprise Agreement, not to pursue any extra claims not in accordance with State Wage Case Principles.

2) FLEXIBILITY OF WORK

- a) 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.
- b) Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.
- c) Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times. All reviews carried out by the employer will take into account the potential impact on occupational health and safety.

3) DEFINITIONS

- a) Casual employees means an employee who is engaged and paid as such an hourly rate, equal to the weekly rate divided by 38 plus 15 per cent plus 1/12 holiday pay with a minimum daily engagement of four hours and maximum daily engagement of 11 hours, with not more than 38 ordinary hours.
- b) Employees who were employed before 1st November 1995 and are currently working 36 hours per week shall be referred to as full-time employees. All entitlements for these employees shall be accrued based on the calculation of 36 hours per week.
- c) Full time employee means an employee engaged to work an average of 38 ordinary hours per week over a 4 week period, pursuant to clause 6 – hours.
- d) Part time employees shall be paid an hourly rate equal to the total appropriate weekly rate divided by thirty eight. The provisions of this Enterprise Agreement with respect to sick leave and holidays shall apply to part time employees on a pro rata basis.
- e) 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:
 - i) in conjunction with an existing shift or on a non rostered day
 - ii) not in excess of daily or weekly maximum hours elsewhere provided in this Enterprise Agreement without the payment of overtime.
 - iii) In accordance with the relevant roster principles and
 - iv) 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.
- f) A Temporary employee means a person engaged as either a full time or part time employee for a specific period. A temporary employee shall be advised in writing upon commencement of the date of termination of such employment.
- g) Employees engaged for these temporary periods shall work under the same terms and conditions of employment as regular full time and part time employees.
- h) Grade 1 means employees engaged in manual clerical duties, eg Mail Assistants
- i) Grade 2 means employees engaged in the clerical duties involving and utilising computer equipment and software such as Office Systems, Word processing, Spreadsheets and doing data entry.
- j) Grade 3 means employees engaged in higher level clerical duties such as Secretarial, Section Supervisors, Computer User Champions and Payroll / Enterprise Agreement interpretation.



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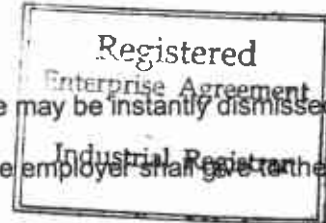
- k) Blacktown Meat Centre shall include employees located at the Chisholm Manufacturing Meat Plant and Woolworths Supermarkets Meat Distribution Warehouse, 25 Bessemer Street, Blacktown.
- l) A Weekly Employee means a Full-time or Part-time employee.
- m) Ordinary Pay is defined as the remuneration for the worker's normal weekly hours of work calculated at the ordinary time rate of pay excluding overtime payments.

4) PROOF OF AGE

- a) Upon the engagement of an employee, such employee, if required to do so, must furnish to the employer a correct statement, in writing, by statutory declaration or birth certificate. When an employee cannot prove age in the ordinary way production of a passport, military or naval discharge or Consular document shall be proof of age.

5) TERMINATION OF EMPLOYMENT

- a) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.
- b) In all other cases to terminate the employment of an employee the employer shall give to the employee the following notice



Period of continuous service	Period of notice
During the first month of employment	A moment's notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up the completion of 5 years	3 weeks
5 years and over	4 weeks

- c) In addition to the notice prescribed in subparagraph (b) hereof, employees over 45 years of age at the time of giving notice with not less than two years' continuous service, shall be entitled to an additional weeks notice.
- d) Payment in lieu of the notice prescribed in subparagraphs (a) and / or (b) hereof shall be made if the appropriate notice periods is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- e) 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.
- f) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- g) The period of notice of termination required to be given by an employee shall be one week. If an employee fails to give notice the employer 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.
- h) An employee whose employment is terminated by the employer on the business day preceding a holiday or holidays otherwise than for misconduct shall be paid for such holiday or holidays, but this provision shall not apply to an employee employed for the two weeks or less.
- i) An employee who has been employed for not less than one month, on leaving or being discharged, shall upon request, be entitled to a statement in writing, containing the date when the employment began and the date of its termination.

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6) HOURS

- a) Weekly Hours – The ordinary hours of work of employees shall not exceed an average of thirty eight per week over a four week cycle, Monday to Sunday, inclusive and save for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any day shall count and be paid for as time worked.
- b) Provided that weekly existing employees as at 1st November 1995 shall retain the right to a Monday to Friday working week, unless by mutual agreement between the employee and the employer.
- c) A cycle of 19 working days in four weeks with at least once every two weeks an employee shall be granted two consecutive days off (not including the 19 day month RDO). Provided that by mutual agreement some other roster arrangement may be worked not exceeding 20 days in a four week cycle.
- d) Except full-time employees engaged prior to November 1995, who shall retain the right to work the quantum of hours per fortnight, applicable at the time. By mutual agreement such employees may work a roster with a quantum not exceeding an average of 38 hours per week.
- e) Existing Weekly employees working a 9 day fortnight as at 1st November 1995 will retain the right to either a Monday or Friday Rostered Day Off, unless by mutual agreement between the employee and the employer.
- f) The minimum number of ordinary hours which may be worked on any one day shall be for full time employees 4 hours, part time employees 4 hours and casual employees 4 hours. The maximum number of ordinary hours which may be worked on any one day shall be 11 hours.
- g) Commencing Time – The commencing time of the ordinary hours of work shall be 6.00am
- h) Ceasing Time – The times for the cessation of the ordinary hours of work by employees shall not be later than 6.00pm.
- i) An employee whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

Saturday	--	time and one quarter
Sunday	--	time and one half
Holiday	--	double time and one half
- j) Within the commencing and ceasing times prescribed, employees shall be given a regular starting and ceasing time for each day, in writing, which shall not be changed except upon not less than seven days' notice unless by agreement with the employee or in the event of an emergency.
- k) Provided that for existing employees, as at 1 November 1995, hours outside of 7.00am to 5.30pm shall only be by way of mutual agreement.
- l) 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 initiation of the employee and with the mutual agreement of the Department Manager, make up the number of hours lost, at some arranged time convenient to the Company, within the next 28 days.
- m) There shall be not less than a 10 hour 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 such an employee resumes or continues to work without having 10 hours off duty, the employee shall be paid at the appropriate overtime rate for the second shift until released from duty for a 10 hour break, and such employee shall then be entitled to be absent until the employee has had 10 hours off duty, without loss of pay for ordinary working time occurring during such absence.

7) SHIFT WORK

- a) Definition of shifts in this clause.



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- i) "Afternoon Shift" means any regular shift finishing after 6.00pm and at or before midnight.
- ii) "Night Shift" means any shift finishing subsequent to midnight and at or before 8am and any shift where ordinary hours commence prior to 4.00am.
- iii) "Early Morning Shift" means a regular shift commencing between 4.00am and 6.00am

b) Hours, Shift Allowances, Special Rates, Meal Intervals

- i) Notwithstanding any other provisions of this Enterprise Agreement, an employee may be employed upon shifts Monday to Sunday inclusive, in which case the ordinary hours shall not exceed eleven in any day; or one hundred and fifty two per four week cycle.
- ii) Times of beginning and ending the shift of any employee may be varied in the event of an emergency, or in any case by agreement between the employee and the employer, or in the absence of agreement by at least one week's notice given by the employer to the employee.
- iii) A shift worker employed on shift shall for work done during the ordinary hours of any such shift be paid ordinary rates prescribed by clause 10, Wages & Allowances.

Afternoon shift	--	at the rate of 17%
Night Shift	--	at the rate of 25%
Early Morning Shift	--	at the rate of 7%

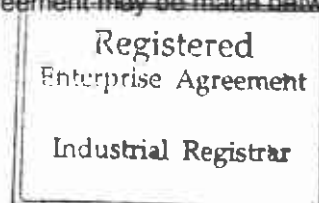
c) A shift worker whose ordinary working period includes a Saturday, Sunday or holiday as an ordinary working day shall be paid:

Saturday	--	time and one quarter
Sunday	--	time and one half
Holiday	--	double time and one half

- d) For the purposes of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of his / her working hours fall on the holiday, in which case all time worked shall be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- e) Twenty minutes shall be allowed to a shift worker for a meal during each shift before the expiration of five hours. Such meal break shall be counted as time worked.
- f) Special Rates Not Cumulative – The penalties prescribed by this clause are in substitution for and not cumulative upon the shift allowances prescribed in sub clause i) of this clause.

8) REST PAUSES AND MEALS

- a) Where the employee works more than four ordinary hours on any day the employee shall be allowed a rest pause of ten minutes, counted and paid for as time worked.
- b) Meal breaks shall not count at time worked.
- c) Each employee who works five hours or more on any day shall be allowed a rest pause of ten minutes and a meal break of between 30 minutes and one hour.
- d) An employee who works nine ordinary hours or more on any day shall be allowed two rest pauses (each of ten minutes duration) if only one meal break is taken; or one rest pause of ten minutes if two meal breaks are taken.
- e) The meal breaks prescribed in this clause shall be given and taken so as not to interfere with the continuity of work and to meet special cases mutual agreement may be made between the employee and employer regarding meal times.



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9) ROSTERED DAY OFF FALLING ON A HOLIDAY

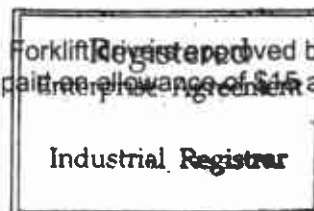
- a) Where an employee's rostered day off falls on a day prescribed as a holiday, the employee shall be paid by mutual agreement between the employer and the employee in one of the following methods:
- i) Payment of an additional day's wages
 - ii) Addition of one day to the employee's annual holidays of which no loading will apply.
 - iii) Another day may be allowed off with pay to the employee within twenty-eight days after the holiday falls.
 - iv) Another day off either immediately before or after the day of the public holiday.

10) WAGES & ALLOWANCES

- a) The minimum rates of pay for an employee working a 38 hour week shall be as follows:

Clerk Grade 1	As at 31/7/1998	As at 31/7/1999	As at 31/7/2000
21 years of age (100%)	516.40	533.19	551.85
20 years of age (90%)	464.77	479.87	496.67
19 years of age (80%)	413.12	426.55	441.48
18 years of age (70%)	361.49	373.23	386.30
17 years of age (60%)	309.84	319.91	331.11
16 years of age (50%)	258.21	266.60	275.93
Under 16 years of age (40%)	206.56	213.27	220.74
 Clerk Grade 2	 As at 31/7/1998	 As at 31/7/1999	 As at 31/7/2000
21 years of age (100%)	531.79	549.07	568.29
20 years of age (90%)	478.61	494.17	511.46
19 years of age (80%)	425.43	439.26	454.63
18 years of age (70%)	372.26	384.35	397.81
17 years of age (60%)	319.07	329.44	340.97
16 years of age (50%)	265.90	274.54	284.14
Under 16 years of age (40%)	212.71	219.62	227.30
 Clerk Grade 3	 568.24	 586.70	 607.24

- b) Where an employee is a qualified first aid attendant and is employed to carry out duties of a qualified first aid attendant, the persons shall be paid an amount of \$13.94 per week, \$14.39 per week from 31/07/99 and \$14.89 from 31/07/00 in addition to the appropriate rates prescribed by this clause.
- c) An employee employed in the course of their employment by the Company to speak a language in addition to English on the site, shall be paid the sum of \$7.33 per week, \$7.57 per week from 31/07/99 and \$7.83 from 31/07/00 in addition to the appropriate rate prescribed by this clause.
- d) An employee employed on a casual basis shall be paid an additional \$0.40 per hour from 01.06.98 being payment in lieu of uniform and laundry allowance.
- e) Internal Quality Auditor Allowance of \$10 per audit at ratification, \$10.40 31/7/99 and \$10.81 at 31/07/00 shall be paid weekly to a person who is appointed and trained by the Company to conduct internal quality audits of the quality system.
- f) Subject to clause 11 "Relieving in a Higher Function", Forklift Registered by the Company to operate a forklift as a component of their job shall be paid an allowance of \$15 per hour as at ratification,



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\$15.60 as at 31/07/99, and \$16.22 as at 31/07/00. This rate shall be calculated in the hourly rate of pay.

11) RELIEVING IN A HIGHER POSITION

- a) An employee relieving another in a higher position for more than four hours per day, other than during meal times, shall be paid the higher rate whilst so relieving.

12) TRAVEL EXPENSES

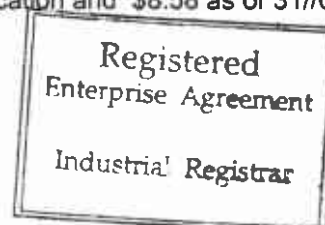
- a) If an employee is temporarily transferred the employee shall be allowed any extra cost of travelling and shall be paid at ordinary rates for any excess time occupied in travelling.
- b) Where employees occasionally use their car, on the employer's business, an employee shall be paid an allowance for each kilometer so traveled of 45 cents per kilometer from 31/07/98, .47 cents from 31/07/99, .48 cents from 31/078/00.

13) OVERTIME

- a) i) An employee shall be paid overtime for all work:
 - ii) in excess of weekly rostered hours
 - iii) before regular commencement time on any one day
 - iv) after regular ceasing time on any one day
 - v) in excess of eleven hours on any one day
 - vi) when required to work, on a regular rostered day off
 - vii) work in excess of an average 38 hours per week for casual employees
- b) The rate of overtime shall be time and one half for the first two hours on any one day and at the rate of double time thereafter. All overtime worked on a Sunday shall be paid at the rate of double time with a minimum payment of three hours.
- c) Time off in lieu of Overtime
 - (1) By mutual agreement, the rate of overtime may be time off in lieu of overtime provided that:
 - (2) An employee may elect, with consent of the Company to take time off in lieu of payment for overtime at a time or times agreed with the company.
 - (3) Overtime taken as time off during ordinary time hours shall be taken at the penalty rate equivalent.
 - (4) The Company shall provide payment, at the rate provided for the payment of overtime in the Enterprise Agreement, for any overtime worked under section (a) of this clause, where such time off is not taken within four weeks of accrual.
 - (5) Each period of overtime shall stand alone and there shall be a fresh decision by the employee on each occasion.

14) MEAL ALLOWANCE

- a) An employee required to work overtime for 2 hours or more in excess of an employees' ordinary shift shall be paid a meal allowance of \$8.38 from ratification and \$8.58 as of 31/07/99 and \$8.88 as at 31/07/00.



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15) PAYMENT OF WAGES

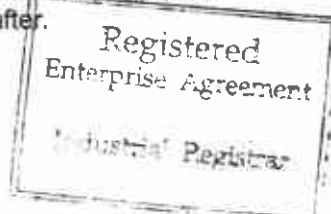
- a) All wages shall be paid weekly. The pay week shall run from Monday to Sunday and all wages shall be paid weekly on a Wednesday. All payments on time shall be made via electronic funds transfer. Where there is a discrepancy in wages the Company shall rectify such payment in cash by the end of the working day on which the error was identified (where practicable) or otherwise by any other arrangement agreed to by the parties.
- b) Provided that in a week where an award holiday falls on the day on which wages are usually paid and wages can not be paid on the normal day, payment shall be made on the day preceding the award holiday. Provided that the employer pay the cost associated with the deposit and withdrawal of electronic funds transfer.
- c) Where a pay day falls on a public holiday, wages shall be paid on the day preceding that day.
- d) Where employment is terminated, an employee shall be paid all weekly wages and annual leave due upon termination, other entitlements shall be paid within seven days of the date of the termination of employment.

16) PUBLIC HOLIDAYS

- a) The following day or days observed as such shall be holidays: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other days proclaimed as public holidays for the State.
- b) Every employee allowed a holiday specified herein shall be deemed to have worked in the week in which the holiday falls, the number of ordinary working hours that the employee would have worked had the day not been a holiday.
- c) Work done on any of the above holidays shall be paid for at the rate of double time and one half with a minimum payment of three hours.
- d) In addition to the holidays prescribed, weekly employees shall be entitled to an additional holiday without loss of pay as a picnic day, to be added to the employee's annual leave entitlement at 1st January each year.
- e) Provided further that where an employee terminated prior to the taking of such a day, the employee shall receive an additional days pay on termination.
- f) An employee absent without leave on the day before or the day after any holiday shall be liable to forfeit wages for the day of absence as well as for the holiday except where an employer is satisfied that the employees absence was caused through illness in which case wages shall not be forfeited for the holiday; provided that an employee absent on one day only either before or after a group of holidays shall forfeit wages only for one holiday as well as for the period of absence.

17) SICK LEAVE

- a) An employee, who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity not due to the employees own serious and willful misconduct shall be entitled to be paid at ordinary time of pay for the time of such non attendance subject to the following:
- b) shall not be entitled to paid leave of absence for any period in respect of workers' compensation.
- c) Shall not be entitled during the first year of employment to sick pay for more than thirty eight ordinary hours and during the subsequent years of employment to sick pay for more than sixty one ordinary hours for full time thirty eight hour employees or pro rata thereof.
- d) Provided that employees engaged prior to 1st November 1995 shall be entitled to seventy two hours per year in the 5th year of employment and thereafter.



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- e) The untaken entitlement under this clause shall accumulate from year to year so long as the employment continues with the employer.
- f) The granting of sick leave shall be subject to the following conditions and limitations:
- g) The employee shall, as far as possible, inform the employer of the inability to attend for duty prior to the time of commencement, and the nature of the illness or injury and the estimated duration of the absence.
- h) The employee shall furnish to the employer such evidence as the employer reasonably may desire that they were unable, by reason of such illness, or injury, to attend for duty on the day or days for which sick leave is claimed.
- i) A part time employee shall not be entitled in any one year to leave in excess of the number of hours in the normal working week of such employee, but any leave not taken in any year shall accumulate proportionately and shall be available to such employee under the same conditions in other respects as prescribed by paragraph c of this clause.
- j) Payment of any absence on sick leave in accordance with this clause, during the first three months of service, may be withheld until the employee completes such three months of service at which time the payment shall be made.
- k) The Company may by agreement with any employee, once per year, grant such employee a payment equivalent of up to 76 hours pay in lieu of payment for absence through sickness, provided that employees maintain a balance of at least 76 hours.

18) LEAVE OF ABSENCE

a) Period of Leave of Absence

- i) 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.
- ii) Provided that:
 - (1) the maximum period of absence on any one occasion may be 4 weeks
 - (2) such absence shall not break continuity of employment for the employee concerned.
 - (3) Employees have at least one year's service.
 - (4) Employees are limited to 2 periods of such leave in any 5 years service.
- iii) An application for Leave of Absence shall be considered for an approved period of unpaid leave, for the following reasons, which whilst not exhaustive, may include:
 - (1) An employee who is studying and require time to attend exams or participate in annual school holidays
 - (2) An employee who wishes to travel overseas for an extended period
 - (3) An employee who requires time off to care for a sick or injured close relative.

19) PERSONAL CARERS LEAVE

i) Use of Sick Leave

- (1) An employee other than a casual employee, with responsibilities in relation to a class of person set out in sub clause (4) who needs the employer's care and support, shall be entitled to use, in accordance with the sub clause, any current or accrued sick leave entitlement provided for in sub clause 17 of the Enterprise Agreement, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

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- (2) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this sub clause where another person has taken leave to care for the same person.
- (3) The entitlement to use sick leave in accordance with this sub clause is subject to:
- (4) the employee being responsible for the care of the person concerned; and the person concerned being:
- (a) a spouse of the employee; or
 - (b) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the defacto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph
 - (f) "relative" means a person related by blood, marriage or affinity;
 - (g) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
 - (h) "household" means a family group living in the same domestic dwelling.
- (5) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

b) Unpaid Leave for Family Purposes

- i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of persons set out in sub clause i. 4 above who is ill.

c) Annual Leave

- i) An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- ii) Access to annual leave, as prescribed in paragraph i above shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- iii) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

d) Time Off in Lieu of Payment of Overtime

- i) For the purpose only of providing care and support for a person in accordance with clause 4 above, and despite the provisions of clause 13(iii) the following provisions shall apply.

- (1) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.



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- (2) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (3) If, having elected to take time as leave in accordance with Paragraph (i) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (4) Where no election is made in accordance with paragraph (i), the employee shall be paid overtime rates in accordance with the Enterprise Agreement.

e) Make Up Time

- i) An employee may elect, with the consent of the employer, to work "make up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Enterprise Agreement, at the ordinary rate of pay.
- ii) An employee on shift work may elect, with the consent of the employer; to work "make up time: (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

f) Rostered Days Off

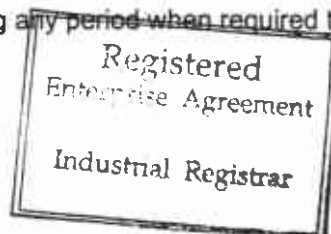
- i) An employee may elect, with the consent of the employer, to take rostered days off at any time.
- ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- iv) This sub clause is subject to the employer informing each union which is party to the Enterprise Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the union(s) to participate in negotiations.

20) COMPASSIONATE LEAVE

- i) An employee shall on the death of a wife, husband, same sex partner, father, mother, parent in-law, grandparent-in-law, sister-in-law, brother-in-law, step parent, foster parent, grandparent, child, stepchild or grandchild, brother or sister, be entitled on notice, to leave up to and including the day of the funeral of such relative and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia.
- ii) Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral the employee shall be entitled three days paid compassionate leave. Two additional days unpaid shall also be given when the employee attends the funeral outside Australia.
- iii) For the purpose of this clause the words 'wife' or 'husband' or 'same sex partner' shall not include a 'wife' or 'husband' or 'same sex partner' from whom the employee is separated but shall include a person who lives with the employee as a de facto 'wife' or 'husband' or 'same sex partner' as the case may be.

21) JURY SERVICE

- a) An employee shall be allowed leave of absence during any period when required to attend for jury service.



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- b) During such leave of absence, an employee shall be paid the difference between the jury service fees and the employee's ordinary rate of pay as if working.
- c) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

22) LONG SERVICE LEAVE

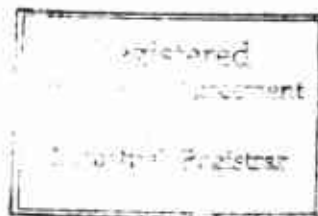
- a) See Long Service Leave Act, 1955.

23) ANNUAL HOLIDAY

- i) See Annual Holidays Act, 1944.
- ii) Provided that the employee may apply to take up to one weeks annual leave per year, in single days, to attend to family matters.
- iii) In addition to the leave provided for by subclause (i) of this clause, seven day shift workers, that is, early morning and afternoon and night shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one weeks leave; provided that if during the year of employment an employee has served for only portion of it as a seven day shift worker, the additional leave shall be one day for every thirty six ordinary shifts worked as a seven day shift worker. In this subclause, reference to one week and one day shall include holidays and non working days.

24) ANNUAL HOLIDAY LOADING

- a) Before an employee is given and takes annual holiday, then before each of such separate periods, the employer shall pay the employee a loading in accordance with this clause.
- b) NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance. If the employment of such an employee continues until the anniversary date, the loading then becomes payable in respect of the period of such holiday and is to be calculated applying the rates of wages payable on that day.
- c) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- d) The loading is the amount payable for the period or the separate period at the rate per week of 17.5% percent. Provided that employees engaged prior to 21/02/85 shall be paid at the rate of 25 percent.
- e) Further provided that, if the amount to which the employee would have been entitled by way of night work and / or weekend loading for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.
- f) Where the employer's establishment or part temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:
- g) an employee who is entitled to an annual holiday and who is given and takes such a holiday shall be paid the loading;
- h) an employee who is not entitled to an annual holiday and who is given and takes leave without pay shall be paid proportional holidays and loading as if entitled to be deducted from leave when due.
- i) When the employment is terminated by the employer for a cause other than misconduct has not taken the whole of an annual holiday due, shall be paid the loading for the period not taken.



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- j) Except as provided by paragraph (a) of this sub clause, no loading is payable on the termination of an employees employment.

25) FAMILY LEAVE

- a) Full time and part time employees shall be entitled to paid Family Leave in order to attend to unforeseen family matters, subject to the production of satisfactory evidence.
- b) Employees seeking to take family leave must be responsible for the care of the family member concerned and the family member must be a member of the employee's household.
- c) Family leave will be introduced in the following manner:
 - i) 1st Year of the Enterprise Agreement - 1 day of Family Leave
 - ii) 2nd Year of the Enterprise Agreement - 2 days of Family Leave
 - iii) 3rd Year of the Enterprise Agreement - 3 days of Family Leave
- d) Such leave is non-cumulative.

26) PARENTAL LEAVE

Refer industrial relations Act 1996.

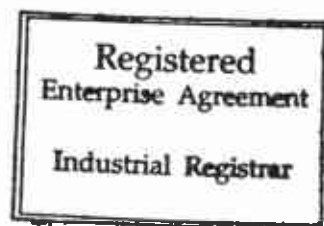
27) ACHIEVING COMPANY STANDARDS

- a) Employees will be required to meet Company standards on all occasions. This will include the standards regarding job performance, smoking, alcohol / drugs, emergency procedures document security, honesty, presentation, dress, grooming, language, sexual harassment, and occupational health and safety.
- b) **Dress Standards**
 - i) The Company image is an important responsibility borne by all employees. To this end, when at work, all employee's presentation, grooming and dress shall be in a neat, tidy, businesslike manner at all times.
- c) **Site Code of Conduct**

All employees and visitors to the site shall be required to adhere at all times to the Site Code of Conduct.

 - i) **Tolerance**

Staff are expected to show courtesy, respect and understanding to other staff, customers and visitors to the site.
- d) **Sexual Harassment.**
 - i) The company believes that sexual harassment is a form of discrimination which is offensive, damaging to morale and reflects on the integrity of the company. Given the sensitive nature of the matter, it is important that any complainant must feel comfortable when discussing the problem. In view of this, cases of sexual harassment will not be dealt with in the first instance through the normal grievance procedures but should be referred to the Personnel Manager who shall be sensitive or sympathetic to the issue.
 - ii) An employee may consider him or herself to be sexually harassed in their employment if they have an approach from a manager or an employee or a customer of the Company which is unwelcome or offensive to that employee and which is either repeated or of such a significant nature that it has detrimental effect on the employee's employment, job performance or job satisfaction.
- e) **Abandonment of Employment**
 - i) 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



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Company, shall be taken that the employee has abandoned employment and the Company will be entitled to treat the employment as having been terminated.

f) Confidential Information

- i) Any trade secret whether documented or 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. A breach of such confidence may result in the employee's termination.

g) Standard of Dress

- i) Employees will be required at all times to present in a business like manner. The Company recognises the Chisholm uniform as an acceptable standard for business like dress. If uniforms have been issued to the employee, the Company issued uniform shall be worn at all times whilst performing paid duties. Employees who do not have access to a Company uniform shall be required to dress in a manner consistent with Company standards.

28) SETTLEMENT OF DISPUTES AND GRIEVANCES

a) Procedures relating to disputes and grievances of employee(s):

- i) The employee is required to notify the immediate Supervisor as to the substance of the grievance, request a meeting with the immediate Supervisor and an independent witness if required by the employee, 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).
- ii) If agreement is not reached between the employee and the immediate Supervisor, the matter shall then be referred by the immediate Supervisor to the Department Head no later than three working days after the period stated in paragraph (a) of this sub clause (weekends and holidays excepted). The Department Head will meet with the employee and the union delegate, if requested by the employee, within two (2) working days (weekends and holidays excepted). At this stage, the employee may involve the area union organiser.
- iii) If agreement is not reached between the employee and the Department Head, the matter shall then be referred by the Department Head to the Industrial Relations Manager no later than three working days after the period stated in paragraph (b) of this sub clause (weekend and holidays excepted). At this stage the employee may involve the area union organiser.
- iv) The industrial Relations Manager must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- v) Whilst a procedure outlined in this sub clause is being followed, normal work must continue.
- vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of step (iii) and (iv) of the procedure.
- vii) If the matter still cannot be resolved, the matter may be referred to the industrial Relations Commission.

b) Procedures relating to concerns about an employees' job performance:

- i) Where a question, dispute or difficulty arises concerning an employee's job performance or breach of Company policy, except for cases of misconduct justifying instant dismissal, a meeting shall take place between the immediate Supervisor, the employee and the union delegate if requested by 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 remedial action will be formulated, eg retraining, and a date of review will be set.



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- ii) If resolution is not reached, or there is a recurrence of the matter or another infringement, a meeting shall be arranged between the employee and the department Head at which attempts will be made, in the presence of the union delegate or independent witness, to clarify the area of concern or breach of Company policy and will be documented; a program of remedial action will be formulated, eg retraining, and a date of review will be set.
- iii) If resolution is not reached, or there is a recurrence of the matter or another infringement, a further meeting shall be arranged between the employee and the Department Head at which attempts will be made, in the presence of the union delegate or independent witness, to clarify the area of concern or breach of Company policy and will be documented, a program of remedial action will be formulated, eg retraining, and a date of review will be set. Further, the employee will be reminded of the seriousness of the situation and warned that a further infringement may result in the termination of the employee.
- iv) Whilst the procedure outlined in this clause are being followed, normal work must continue.
- v) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of each step of the procedure.
- vi) If the matter still cannot be resolved, the matter may be referred to the Industrial Relations Commission.

29) UNIFORMS

- a) "Uniform" for employees performing office duties shall mean a blouse and skirt or pants which may be worn with a jacket or cardigan for female employees. For male employees, the uniform shall consist of a shirt and pair of trousers which may be worn with a jacket or jumper for male employees.
- b) Upon employment, new full time employees will be allocated five blouses, one jacket and three skirts for female employees and five shirts, one jumper and three trousers for male employees. For new part time employees the uniform entitlement shall be as follows;

Days Per Week	Blouses / Shirts	Skirts / Trousers
1	1	1
2	2	2
3	3	2
4	4	2
5 or more	5	3



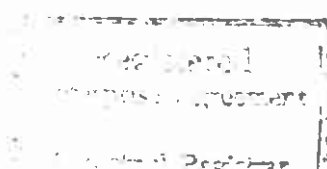
- c) If employment ceases for any reason except through redundancy before one full year of service is completed, the employee is liable to compensate the Company the cost of the uniforms issued, based on a pro rata of length of time employed.
- d) Full time employees with more than one year of service who have previously been issued with a uniform shall be entitled to uniforms to the value of \$510.00 on the 1st September each year. Part time employees with more than one year of service who have previously been issued with uniforms shall be entitled to uniforms on the 1st September each year to a value calculated pro rata, based on the number of regular hours worked per week.
- e) Employees are free to purchase any combination of items as long as they conform to the agreed uniform design and supplier. Any uniform expense greater than this allowance will be paid for by the employee. The cost of the jacket or jumper will be paid by the Company.
- f) The design of the uniform will be mutually agreed upon between the Company and the employee representatives. Uniforms will be issued once per year except for jackets and jumpers which will be issued every third anniversary of service.

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- g) Laundering is done by the employee, and full time employees will be paid a laundering allowance of \$5.67 per week. Part time employees will be paid a pro rata amount calculated on regular rostered hours worked.
- h) This clause shall not apply to any employee issued with a Company maintained uniform.

30) REDUNDANCY

- a) Where the Company has made a definite decision that the job the employee has been doing is no longer to be 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 their Union.
- b) The discussions shall take place as soon as it is practicable after the Company has made a definite decision which will invoke the provisions of paragraph (a) hereof, and shall cover inter alia, the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the employees concerned.
- c) For the purpose of the discussion, the Company shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed termination, the number and categories of employees likely to be affected, 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 be inimical to its interests.
- d) Where an employee is transferred to other duties for reasons set out in subclause a) hereof, the employee shall be entitled to the same period of notice of transfer as 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 an amount equal to the 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.
- e) Where a business is, whether before or after the date of this Agreement, transmitted from the Company (in this clause called the 'transmitter') to another Employer (in this clause called the 'transmittee'), and an employee who at the time of such transmission was an employee of the transmitter business, becomes an employee of the transmittee:
 - i) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - ii) The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
 - iii) In this subclause, '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.
 - iv) Where a decision has been made to terminate an employee in the circumstances outlined in subclause (a) hereof, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - v) If the employee has been allowed paid leave for more than one (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.
 - vi) Where a decision has been made to terminate the employees in the circumstances outlined in subclause a) hereof the Company shall notify the C.E.S. thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the



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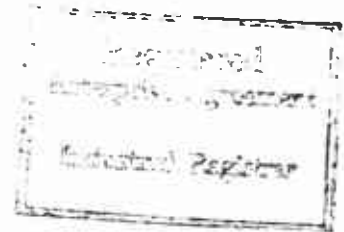
number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

- vii) In addition to the period of notice prescribed for ordinary termination in and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause a hereof shall be entitled to the following amounts of severance pay.
- viii) If an employee is under 45 years of age, the Company shall pay in accordance with the following scale as a minimum:

Years of Service	Under 45 years of Age Entitlement
Less than one year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- ix) If an employee is 45 years old or over, the Company shall pay in accordance with the following scale as a minimum

Years of Service	Over 45 years of Age Entitlement
Less than one year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks



- x) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment had proceeded with the Company to the employee's normal retirement date.
- xi) The Company agrees to discuss the quantum of redundancy payments to employee's covered by this Enterprise Agreement where significant redundancies become necessary during the life of this Enterprise Agreement.
- xii) An employee whose employment is terminated for reasons set out in this clause 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 employer until the expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- xiii) An employer in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.
- xiv) An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employee obtains acceptable alternative employment for an employee.
- xv) Where employment is terminated as a consequence of misconduct, or in the case of casual employees, or in the case of employees engaged for a specific period of time or for a specific task or tasks, this clause shall not apply.

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xvi) This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers 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.

31) SECURITY OF EMPLOYMENT

- a) Employment job vacancies within the Blacktown Meat Centre will be advertised internally on all Notice Boards before being advertised externally. Where store based clerical positions are recruited by State Personnel, those positions will also be internally advertised.

32) INTRODUCTION OF CHANGE:

- a) Where an employer 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 employer 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 employer'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 Enterprise Agreement makes provision for alteration of any of the matters referred to herein that alteration shall be deemed not to have significant effect.
- c) The employer shall discuss with the employees affected and the union, the introduction of the changes referred to in subclause (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees and/or the union in relation to the changes.
- d) The discussions shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (a) hereof.
- e) For the purposes of such discussion, the employer shall provide to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to its interests.

33) UNION DEDUCTIONS

- a) The Company undertakes upon authorisation to deduct union membership dues, as levied by the Branch of the Union in accordance with its rules, from the pay of employees who are members of the Federated Clerks' Union. Such moneys collected will be forwarded to the Union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

34) SUPERANNUATION

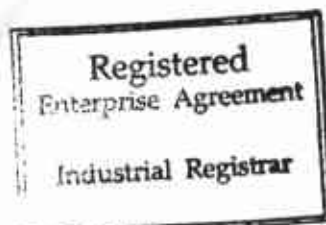
- a) Superannuation benefits will be provided by the Company to eligible employees through:-
 - i) Clerical, Administrative and Related Employees Superannuation Pty Ltd ("CARE") and the Company will participate in CARE in accordance with the trust deed and rules governing CARE from time to time ("CARE Trust Deed"); or
 - ii) CARE and Woolworths Group Superannuation Scheme ("Woolworths Super") but only where an existing employee (as at 1 April 1997) is a member of both these funds as at that date (in accordance with the CARE Trust Deed and the trust deed

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and rules governing Woolworths Super from time to time ("Woolworths Super Trust Deed").

- iii) There will be no new entrants to Woolworths Super after 1 April 1997.
- iv) For the purposes of this clause, an "eligible employee" is an employee for whom the Company must make superannuation guarantee contributions in order to avoid a superannuation guarantee charge imposed under the Superannuation Guarantee Charge Act 1992.



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- v) 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 through these two funds only and this agreement will not be overridden by the requirements to provide employees with a choice of superannuation funds or the ability to "opt out" of the Superannuation Guarantee system which was announced by the Federal Government in the 1997 Budget.
- b) Subject to the above, where an employee is only a member of CARE, the Company will contribute to CARE on behalf of the eligible employee at the following percentages of ordinary time earnings as defined under the Superannuation Guarantee (Administration) Act 1992 ("SG Act"):
- | | |
|------------------|----|
| From 1 July 1998 | 7% |
| From 1 July 2000 | 8% |
| From 1 July 2002 | 9% |
- 
- c) Where an eligible employee is a member of CARE only, the Company will contribute on a monthly basis to CARE in respect of the employee an amount equal to 3% of that employee's ordinary time earnings (as defined under the SG Act) for each month. In addition, the Company will contribute on a quarterly basis to CARE in respect of the employee an amount equal to the difference between 3% of that employee's ordinary time earning (as defined under the SG Act) for each quarter and the level of contributions required by the Company to satisfy its superannuation guarantee obligations under the Act for that quarter.
- d) Where the employee is a member of both CARE and Woolworths Super, the Company will maintain its current contribution to CARE 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. For existing members of Woolworths Super who are (non-potential Part3) Category 2 members (as defined under the Woolworths Staff Superannuation Scheme), the Company will cap its contributions to Woolworths Super at 8% of salary (as defined in the Woolworths Super Trust Deed) with effect from 1 September 1998. However, if the Company's contribution rates as at 31 August 1998 exceed 8% of salary (as so defined), the Company's contribution rates will be capped at that level after that date.
- e) The Company shall provide each eligible employee upon commencement of employment with the appropriate membership application form(s) for CARE and shall forward the completed membership form(s) to CARE within 14 days of receiving the properly completed forms from the employee.
- f) In respect of additional contributions to CARE:
- i) An eligible employee may make personal contributions to CARE in addition to those made by the Company.
 - ii) An employee who wishes to make such additional contributions must authorise the Company in writing to pay to CARE, from the employee's wages, a specified amount in accordance with the CARE Trust Deed.
- g) Upon receipt of written authorisation from the employee, the Company shall commence making monthly payments to CARE on behalf of the employee.
- h) An employee may vary the amount of his or her additional contributions only once each year by a written authorisation and the Company shall alter the additional contributions within 14 days of receipt of such authorisation.

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- i) Additional employee contributions to CARE requested under this subclause must be expressed in whole dollars.
- j) Additional contributions to Woolworths Super may be made by an eligible employee in accordance with the Woolworths Super Trust Deed.

35) LEAVE RESERVED

- a) The parties agree to place the matter of the classification structure in leave reserved, to be discussed if circumstances alter.

36) SAVINGS CLAUSE

- a) Existing employees as at 1 November 1995 who are being paid a personal merit will continue to receive such payment above the rate for the appropriate classification as a personal payment depending on continued good job performance.

37) UNION MEMBERSHIP

- a) All employees shall be given an application form to join the Australian Services Union at the point of induction.

38) TRADE UNION TRAINING LEAVE


- a) The Company will grant four days paid leave for the site each year to be divided between employees, to undertake an authorised trade union training course. Such leave is non cumulative.

39) COMMITMENT TO TRAINING AND CAREERS.

- a) It is agreed that the parties will cooperate in ensuring that appropriate training is available for all employees and the parties agree to cooperate in encouraging both employers and employees to avail themselves of the benefits to both from such training.

40) AREA, INCIDENCE AND DURATION

- a) This Enterprise Agreement rescinds and replaces the Chisholm Manufacturing Administration Award is viewed as having been applicable up unto the acceptance of this agreement.
- b) This Enterprise Agreement shall only apply to persons employed by the Company in a clerical capacity for the Chisholm Manufacturing division of Woolworths Limited located at the Blacktown Meat Centre, 25 Bessemer Street Blacktown, NSW.
- c) It shall take effect from 31 July 1998 and shall remain in force until 31 July 2001.



Michael Want
Secretary
Federated Clerks Union of Australia





Gerry Andersen
General Manager
Chisholm Manufacturing