



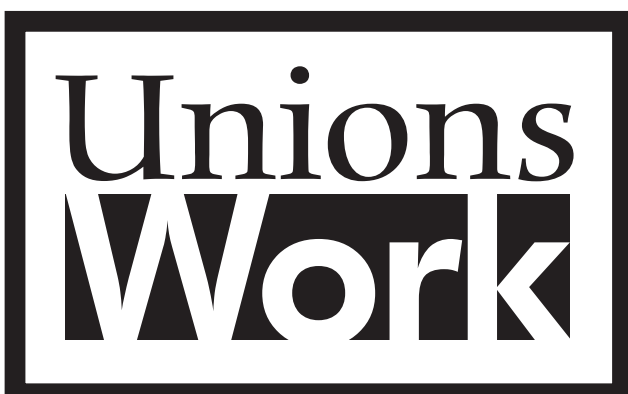
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# **WOOLWORTHS NATIONAL SUPERMARKET AGREEMENT 2012**

**NSW / ACT**

**OPERATIVE ON AND FROM 1 NOVEMBER 2012  
THROUGH TO 30 JUNE 2015**

**(Note: Non NSW/ACT provisions have been deleted from this print edition of the Agreement)**



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## **1. APPLICATION AND OPERATION OF THE AGREEMENT**

### **1.1 TITLE**

**1.1.1** This Agreement shall be referred to as the Woolworths National Supermarket Agreement 2012.

### **1.2 APPLICATION AND PARTIES BOUND**

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

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

**1.2.2 The Union** - This Agreement shall be binding upon:

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

### **1.3 DATE OF OPERATION AND TERM OF AGREEMENT**

**1.3.1** This Agreement shall take effect and have the force of law from seven days after it is approved by Fair Work Australia and will remain in force until 30 June 2015.

### **1.4 AWARD RELATIONSHIP**

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

### **1.5 NO FURTHER CLAIMS**

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

### **1.6 DEFINITIONS**

#### **1.6.1 Weekly Employee**

Means a full-time or part-time employee.

#### **1.6.2 Full-time Employee**

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

#### **1.6.3 Part-time Employee**

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

#### **1.6.4 Casual Employee**

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

#### **1.6.5 Apprentice Baker or Butcher**

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

#### **1.6.6 Qualified First Aid Attendant**

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

#### **1.6.7 An Employee Working in Petrol**

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

**1.6.8 Spouse**

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

**1.6.9 Child**

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

**1.6.10 Parent**

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

**1.6.11 Significant Other**

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

**1.6.12 Part-time Core Hours**

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

**1.6.13 Rostered Day Off**

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

**1.6.14 Union**

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

**1.6.15 Western Australian Extended Trading Store**

(Deleted)

**1.6.16 Western Australian Non-Extended Trading Store**

(Deleted)

**1.6.17 New South Wales Stores**

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

**1.6.18 South Australia Stores**

(Deleted)



## **1.7 CLASSIFICATIONS**

### **ALL STATES AND TERRITORIES:**

No employee shall clean toilets.

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

### **(a) MIXED FUNCTIONS**

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

#### **1.7.1 RETAIL EMPLOYEE GRADE 1**

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

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

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

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

Indicative job titles include:-

- Entry Level Store Team Member
- Cleaner
- Trolley Collector

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

This shall not apply to:

- An Apprentice or Trainee.
- A new employee with at least 6 months comparative Supermarket experience within the previous 2 years.

- An employee who has completed at least 4 months service in any Division of Woolworths Ltd and who has transferred to Woolworths Ltd businesses covered by this Agreement and has maintained continuous employment.

### **1.7.2 RETAIL EMPLOYEE GRADE 2**

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

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

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

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

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

- The provision of information, advice and assistance to customers

Indicative job titles include:-

- Store Team Member
- Stocktake Assistant
- Store Security Officer

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

### **1.7.3 RETAIL EMPLOYEE GRADE 3**

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

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

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

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

Indicative job titles include:-

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

#### **(a) Skilled Bakery Assistant**

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

- Produce bread dough from pre-mixed ingredients;
- Mould dough;

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

and other associated duties.

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

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

**(b) Skilled Meat Assistant**

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

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

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

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

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

**1.7.4 RETAIL EMPLOYEE GRADE 3b**

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

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

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

Indicative job titles include:-

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

#### **1.7.5 RETAIL EMPLOYEE GRADE 4**

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

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

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

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

Indicative job titles include:-

- Department Team Manager
- Store Services Officer

### **1.7.6 RETAIL EMPLOYEE GRADE 5**

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

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

Indicative job titles include:-

- Qualified Trade Butcher
- Qualified Trade Baker

### **1.7.7 RETAIL EMPLOYEE GRADE 5b**

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

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

Indicative job titles include:-

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

### **1.7.8 TASMANIA MEAT**

(Deleted)

### **1.7.9 VICTORIAN MEAT**

(Deleted)

### **1.7.10 HEAD RESERVE STOCK HAND**

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

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

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

## **2. TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 EMPLOYMENT STATUS**

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

### **2.2 QUALIFYING PERIOD**

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

### **2.3 PROOF OF AGE**

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

### **2.4 FULL-TIME EMPLOYEES**

**2.4.1** Means a weekly employee who works 152 hours in any 4-week cycle.

**2.4.2** The minimum daily engagement shall be 4 hours.

**2.4.3** The maximum daily engagement shall be 9 hours (exclusive of meal breaks) provided that an employee may work up to 10.5 hours on one day in a week or 3 days in a fortnight pursuant to sub clauses 4.6.1.3 and 4.6.1.8.

**2.4.4** The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to sub clause 4.6.1.1 i.e. 6/4 roster.

**2.4.5** The hourly rate shall be equal to the weekly rate divided by 38.

**2.4.6** An employee shall not be engaged on more than one engagement per day.

### **2.5 PART-TIME EMPLOYEES**

**2.5.1** A Part-time employee may be engaged to work a regular number of rostered hours to a maximum of 20 days in any 4-week cycle with a maximum of 38 hours in any one rostered week. These hours shall not be less than 40 hours per 4 week cycle nor more than 144 hours in a 4 week cycle.

**2.5.2** A part-time employee may, by mutual agreement, work up to a maximum of 48 hours in any week during key operational periods of December, January and the week prior to and the week after Easter Sunday, before incurring overtime, provided that the employee does not exceed 144 hours in their four week cycle as per sub clause 2.5.1.

- 2.5.3** The minimum daily engagement shall be 3 hours.
- 2.5.4** The maximum daily engagement shall be 9 hours (exclusive of meal breaks) provided that an employee may work up to 10.5 hours on one day in a week or 3 days in a fortnight pursuant to sub clause 4.6.2.3 and 4.6.2.4.
- 2.5.5** The maximum number of starts in any week shall be 5 except where an employee works 6 days, pursuant to sub clause 4.6.2.1 i.e. 6/4 roster.
- 2.5.6** Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38. The provisions of this agreement where relevant shall apply to part-time employees on a pro rata basis.

## **2.6 FLEX UP ADDITIONAL HOURS – PART-TIME EMPLOYMENT**

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

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

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



- (g) In the event that a part-time employee is not able to work an agreed additional shift on account of illness/injury (sick leave), they are entitled to access Personal Leave in accordance with clause 8.2 Personal Leave.

## **2.6.2 Increase of Core Hours**

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

- (a) The increase in core hours for the subsequent anniversary year shall be calculated on the average number of additional hours worked by the part-time employee over the previous year, calculated on a weekly basis, excluding temporary contracted hours.
- (b) Where a part-time employee increases their hours as per sub clause 2.6.2.1 those additional core hours shall be worked at a time which is suitable to the employee subject to it meeting the needs of the business.
- (c) The core hours shall continue to increase on a yearly basis, unless the part-time employee works only their core hours in an anniversary year or elects not to increase their core hours.
- (d) Where the following exceptional circumstances give rise to a significant downturn in business, the Company may elect to delay the offer of a core hour increase by up to 3 months:
  - Renovation;
  - Refurbishment;
  - Natural Disaster; or
  - New competition.

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

## **2.6.3 Conversion to Full-Time Employment**

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

## **2.7 CASUAL EMPLOYEES**

- 2.7.1** Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38 plus a loading of 20 per cent in lieu of entitlements to personal leave, annual leave, public holidays or other forms of paid leave (excluding Long Service Leave) for all hours worked other than overtime.
- 2.7.2** A casual employee shall be engaged for a daily minimum of 3 hours and a maximum of 9 hours. Provided that on one day per week or 3 days in a fortnight, a casual employee may work up to 10.5 hours. Provided that a minimum of 2 hours may apply for engagements for the purpose of training only.
- 2.7.3** A casual employee shall work a maximum of 5 days in any week except where by agreement a casual employee may work 6 days in a week.
- 2.7.4** Casual employees, where practical, shall be notified in writing, not later than 5 days prior to the commencement of a weekly roster, of the anticipated days and hours of work for the following week.
- 2.7.5** Casual employees may work ordinary hours on any day of the week, except for casual employees engaged in WA non-extended trading stores, who may work ordinary hours on Monday to Saturday only.
- 2.7.6** Start times may be changed, if contact is made, prior to the employee's arrival for work. Where the labour schedule is changed after the schedule has been posted on the noticeboard, the Company will notify the employee of such changes. Notification will include contacting the employee by telephone or other electronic medium and leaving a message.
- 2.7.7** If rosters have not been prepared by the agreed time, and a casual rings to confirm their hours, such casual shall then be advised of this fact and the company shall then notify the casual by telephone or other electronic medium and leaving a message in regards to their roster when it is finalised.
- 2.7.8 Casual Employees - Loadings for Certain Ordinary Hours and Overtime**
- A casual employee shall not receive a penalty upon a penalty. This shall mean that casual employees shall be entitled to the loadings and penalty rate prescribed by sub clauses 4.13 and 4.14 in addition to the casual loading for the actual hours worked, calculated on the appropriate weekly hourly rate e.g. Work performed on a public holiday is calculated on an hourly rate multiplied by 270%. Casual rates shall be cumulative not compounding.
- 2.7.9** A casual employee shall be entitled to overtime at the applicable rates expressed for full-time and part-time employees in Clause 4.14 (subject to sub clause 2.7.6) when the casual employee works:
- (a) In excess of 9 hours on any day; provided that one day per week up to 10.5 hours or 3 days in a fortnight may be worked without the payment of overtime.

(b) In excess of 38 hours in any week.

(c) In excess of 5 days in any week (subject to sub clause 2.7.3).

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

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

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

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

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

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

**2.7.14** (Deleted)

## **2.8 TEMPORARY WEEKLY EMPLOYMENT**

**2.8.1** The Company may engage temporary weekly employees as either full-time or part-time employees.

**2.8.2** A temporary weekly employee is an employee who is engaged for a specific period of not more than 52 weeks or in the case of parental leave relief only up to 104 weeks, nor less than 2 weeks at any one engagement (or 1 week in the case of replacement of an employee on annual leave or workers compensation), provided that such periods shall not run consecutively.

**2.8.3** A temporary weekly employee shall be engaged to coincide with recognised heavy trading periods such as Easter and Christmas and periods where regular employees are taking authorised leave or are on workers compensation.

**2.8.4** A temporary weekly employee shall receive all the benefits that apply to a weekly employee. The employee shall be paid any outstanding proportionate annual leave entitlement at the time of cessation of the temporary contract if they are terminating their employment or reverting to casual status.

- 2.8.5** Existing weekly employees will accrue all entitlements throughout the duration of the temporary contract based on the number of hours worked.
- 2.8.6** Notwithstanding anything else contained in the Agreement, a new employee employed as a temporary weekly employee who takes personal leave during the first 4 weeks of employment will only be entitled to be paid for that leave if they have accrued personal leave in accordance with the Fair Work Act 2009.
- 2.8.7** Prior to the commencement of a period of temporary employment, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the temporary employment in the form of a roster.
- 2.8.8** It shall be voluntary for an existing employee to accept temporary full-time or part-time employment.
- 2.8.9** An employee who accepts change to temporary employment shall not be disadvantaged in respect to their terms and conditions of employment.
- 2.8.10** Where an existing employee varies their employment contract to a temporary employment contract, such an employee shall, at the conclusion of the temporary period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the temporary employment.
- 2.8.11** Any temporary employment in the case of an employee already in employment with the Company shall be continuous for all purposes of the Agreement including length of service.

## **2.9 CONTINUOUS SERVICE FOR ANNUAL LEAVE ACCRUALS**

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

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

## **2.10 TERMINATION OF EMPLOYMENT**

### **2.10.1 Termination for Misconduct**

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

### **2.10.2 Notice of Termination of Full-time and Part-time Employees by the Company**

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

<b>Period of Continuous Weekly Service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year or more but less than 3 year	2 weeks
3 years or more but less than 5 years	3 weeks
5 years and over	4 weeks

(b) In addition to the notice prescribed in subparagraph (a) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of the notice prescribed in subparagraphs (a) and/or (b) hereof shall be made if the appropriate notice period is not given.

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.

(e) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, or to casual employees or to temporary weekly employees engaged for a specific period of time or for a specific task or tasks.

(f) The employment of employees engaged for a specific period or on a temporary basis will terminate with the lapse of time at the conclusion of the specific period without further notice, save temporary employees who are dismissed or resign who are subject to the above termination notice provisions.

(g) During the period of notice or termination given by the Company to a full-time or part-time employee, such employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

### **2.10.3 Notice of Termination by the Employee**

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

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

**2.10.4 Termination whilst on Personal Leave**

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

**2.10.5 Termination Immediately Prior to Holiday**

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

**2.10.6 Termination Prior to Christmas**

Notwithstanding the provisions of sub clause 2.10.5 an employee engaged on or after 1 December in any year whose employment finishes before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same Company is not entitled to payment for the Christmas holidays.

**2.11 ABANDONMENT OF EMPLOYMENT**

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

**2.12 CERTIFICATE OF SERVICE**

An employee who has been employed for not less than one month, on leaving or being discharged shall, upon request, be entitled to a statement in writing containing the date when the employment began, the date of termination and the job classification at the time of termination.

**2.13 INTRODUCTION OF MAJOR CHANGE**

**2.13.1 Company's Duty to Notify**

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### **2.13.2 Company's Duty to Discuss Change**

- (a) The Company shall discuss with the employees affected and the union, the introduction of the changes referred to in sub clause 2.14.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees and/or the union in relation to the changes.
- (b) The discussions shall commence as early as practicable after a firm decision has been made by the Company to make the changes referred to in sub clause 2.14.1.
- (c) For the purposes of such discussion, the Company shall provide to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be adverse to its interests.
- (d) Nothing in this clause is to be construed as requiring the Company to disclose confidential or commercially sensitive information.

## **2.14 REDUNDANCY**

### **2.14.1 Discussions before Terminations**

- (a) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of sub clause 2.14.1 (a) and shall cover, amongst other things, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

- (d) Nothing in this clause is to be construed as permitting the Company to disclose information to any trade union contrary to the Fair Work Regulations.

#### **2.14.2 Transfer to Lower Paid Duties**

Where an employee is transferred to lower paid duties for reasons set out in sub clause 2.14.1 (a) the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

#### **2.14.3 Transmission of Business**

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

#### **2.14.4 Time Off Work During the Notice Period**

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

For this purpose a statutory declaration will be sufficient.



### 2.14.5 Severance Pay

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

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

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

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

Period of Continuous Service	Under 45 years of Age and Over Entitlement
Less than 1 year	Nil
1 year but less than 2 years	5 weeks' pay
2 years but less than 3 years	8.75 weeks' pay
3 years but less than 4 years	12.5 weeks' pay
4 years but less than 5 years	15 weeks' pay
5 years but less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

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

### 2.14.6 Employee Leaving during the Notice Period

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

**2.14.7 Incapacity to Pay**

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

**2.14.8 Alternative Employment**

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

**2.14.9 Employees Exempted**

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

**2.14.10 Employees with Less Than One Year's Service**

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

**2.15 TRAINEESHIP AND APPRENTICESHIP**

**Objective**

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

**2.15.1 Traineeship or Apprenticeship shall apply to persons:**

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

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

## **2.15.2 Period of Traineeship**

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

## **2.15.3 Period of Apprenticeship**

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

## **2.15.4 Probationary Period**

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

## **2.15.5 Definitions**

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

<b>State / Territory</b>	<b>State or Territory Authority</b>
NSW	NSW Department of Education and Training
ACT	ACT Accreditation and Registration Council

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

State / Territory	State Legislation / Act
NSW	Apprenticeship and Traineeship Act 2001 Industrial and Commercial Training Act
ACT	Vocational and Educational Training Act 2003

- (d) **“Approved Training”** means training undertaken (both on or off the job) in a Traineeship or Apprenticeship and shall involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority. The training will be accredited and lead to qualifications.
- (e) **“Trainee”** means an employee who is bound by a Traineeship Agreement.
- (f) **“Apprentice”** means an employee who is bound by an Apprenticeship Agreement.
- (g) **“Traineeship” or “Apprenticeship”** means a system of training which has been approved by the State Training Authority.
- (h) **“Traineeship Scheme”** shall not be given approval unless consultation and negotiation with the union upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme shall identify the union and demonstrate to the satisfaction of the approving authority that the above mentioned consultation and negotiation have occurred. A Traineeship Scheme shall include a standard format which may be used for a Traineeship Agreement.
- (i) **“School Based Trainee/Apprentice”** means a secondary school student who works as a part-time employee whilst studying for their Senior Certificate or Vocational qualification and are bound by a training contract. The training contract is both formal “off the job” and “on the job” training which has been approved by the relevant State or Territory Authority.
- (j) **“Traineeship Agreement” or “Apprenticeship Agreement”** means an agreement made subject to the terms of this Agreement between the Company and the Trainee or Apprentice for a Traineeship or Apprenticeship and which is registered with the State Training Authority.
- (k) **“Traineeship Scheme”** means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise.
- (l) **“Parties to a Traineeship Scheme”** means the Company and the Relevant Union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.

## **2.15.6 Training Conditions**

### **2.15.6.1 Training shall be directed at:**

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

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

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

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

**2.15.6.5** The Company shall provide a level of supervision in accordance with the Traineeship/Apprenticeship Agreement during the traineeship/apprenticeship period.

**2.15.6.6** The Company agrees that the overall training program will be monitored by Officers of the relevant State or Territory Training Authority or Registered Training Organisation and that training records or work books may be utilised as part of this monitoring process.

**2.15.6.7** The Company shall not terminate the employment of a Trainee or Apprentice without firstly having provided written notice of termination to the Trainee or Apprentice concerned in accordance with the Traineeship Agreement and subsequently to the relevant State or Territory Training Authority.

- 2.15.6.8** If the Company chooses not to continue the employment of a trainee/apprentice upon the completion of the traineeship/apprenticeship it shall notify, in writing, the relevant State or Territory Training Authority of their decision.
- 2.15.6.9** The Trainee/Apprentice shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship or Apprenticeship Agreement.
- 2.15.6.10** Where the employment of a Trainee or Apprentice by the Company is continued after the completion of the traineeship or apprenticeship period, such traineeship period shall be counted as service for the purposes of the agreement or any other legislative entitlements.
- 2.15.6.11** The Company shall cooperate with the Registered Training Organisation in the training of an Apprentice in the manner recommended by the Registered Training Organisation and in accordance with the requirements of the relevant training package.
- 2.15.6.12 Overtime and Shiftwork**
- (a) The Traineeship or Apprentice Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
  - (b) No Trainee or Apprentice shall work overtime on their own unless consistent with the provisions of this agreement.
  - (c) No Trainee or Apprentice shall work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
  - (d) The calculation of Overtime shall be based on the appropriate age wage rate as set out in this Agreement.
  - (e) The relevant Trainee Wage or Apprentice Wage shall be the basis for the calculation of loadings for ordinary hours prescribed by this agreement.
- 2.15.6.13** All other terms and conditions of this Agreement that are applicable to the Trainee or Apprentice shall apply unless specifically varied by this Agreement.
- 2.15.6.14** A Trainee or Apprentice who fails to either complete the Traineeship or Apprenticeship or who cannot for any reason be placed in full-time employment with the Company on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

### **2.15.7 Employment Conditions**

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

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

Provided that the total monies paid by the statutory scheme and the Company is no more than the cost of reasonably comfortable accommodation and meals approved by the Company.

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

### **2.15.8 Commitment to Ongoing Employment**

- (a) Upon the successful completion of a Traineeship or Apprenticeship (excluding School Based Traineeships/Apprenticeships) and meeting the Company's performance criteria and competencies, the employee shall be offered ongoing permanent employment with the Company for at least as many hours as they spent on the job (on an average per week basis) during their Traineeship or Apprenticeship.

- (b) When offering ongoing employment at the completion of the Traineeship or Apprenticeship the Company will give consideration to the distance required to be travelled by the employee, however, the Company will retain the right to nominate the location of the store.
- (c) Nothing in this clause is to be construed as providing employees with leave to attend training provided by a trade union contrary to the Fair Work Regulations.

#### **2.15.9 Wages**

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

#### **2.16 SUPPORTED WAGES**

**2.16.1** The Supported Wage provision applies to employees who because of the effects of a disability are eligible for a Supported Wage under this Agreement.

**2.16.2** Where applicable, employees may be engaged on the Supported Wage System in accordance with the Australian Industrial Relations Commission's Full Bench decision of 10 October 1994 (Print L 5723).

**2.16.3** Any employee employed on a Supported Wage will be paid the rates of pay applicable at the time of employment under the Supported Wage System. The 10% minimum rate level will reflect all National Wage Increases that have occurred.

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

### **3. WAGES AND ALLOWANCES**

#### **3.1 WAGE RATES**

##### **ADULT EMPLOYEES**

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

##### **3.1.1 VICTORIA WAGE RATES**

(Deleted)

##### **3.1.2 VICTORIA MEAT WAGE RATES**

(Deleted)

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

(Deleted)

##### **3.1.4 WESTERN AUSTRALIA WAGE RATES**

(Deleted)



### 3.1.5 TASMANIA WAGE RATES

(Deleted)

### 3.1.6 TASMANIA MEAT WAGE RATES

(Deleted)

### 3.1.7 NEW SOUTH WALES / ACT WAGE RATES

Grade		Date Agreement takes effect	1 Jan 2013	1 Jul 2013	1 Jan 2014	1 Jul 2014	1 Jan 2015
1	<ul style="list-style-type: none"> <li>Entry Level Team Member - first 4 months</li> <li>Trolley Collector</li> <li>Cleaner</li> </ul>	710.25	720.90	731.71	742.69	753.83	765.14
2	<ul style="list-style-type: none"> <li>Store Team Member</li> <li>Stocktake Team Member</li> <li>Store Security Officer</li> </ul>	747.61	758.82	770.20	781.76	793.48	805.39
3*	<ul style="list-style-type: none"> <li>Store Services Assistant</li> </ul>	754.52	772.65	790.94	809.41	821.55	833.87
3	<ul style="list-style-type: none"> <li>Department Team Support</li> <li>Stocktake Team Leader</li> <li>Skilled Non-Tradesperson <ul style="list-style-type: none"> <li>- Skilled Bakery Assistant</li> <li>- Skilled Meat Assistant</li> </ul> </li> </ul>	774.05	785.66	797.44	809.41	821.55	833.87
3b	<ul style="list-style-type: none"> <li>Skilled Non-Tradesperson Department Team Support</li> </ul>	793.34	805.24	817.32	829.58	842.02	854.65
4*	<ul style="list-style-type: none"> <li>Store Services Officer</li> </ul>	784.13	805.83	827.70	849.75	862.50	875.43
4	<ul style="list-style-type: none"> <li>Department Team Manager</li> </ul>	812.63	824.82	837.19	849.75	862.50	875.43
5	<ul style="list-style-type: none"> <li>Qualified Tradesperson <ul style="list-style-type: none"> <li>- Baker</li> <li>- Butcher</li> </ul> </li> </ul>	853.18	865.98	878.97	892.15	905.53	919.12
5b	<ul style="list-style-type: none"> <li>Qualified Tradesperson Department Team Support</li> <li>Duty Manager</li> </ul>	878.77	891.96	905.33	918.91	932.70	946.69

### 3.1.8 QUEENSLAND WAGE RATES

(Deleted)

### 3.2 JUNIOR EMPLOYEES

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

<b>Age</b>	<b>NSW / ACT</b>
Under 16 yrs of age	45%
At 16 years of age	50%
At 17 yrs of age	60%
At 18 yrs of age	70%
At 19 yrs of age	80%
At 20 yrs of age	100%

### 3.3 APPRENTICES

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

<b>Age</b>	<b>NSW / ACT</b>
Year / Period 1	50%
Year / Period 2	65%
Year / Period 3	85%
Year / Period 4	95%
Trade Qualified	100%

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

### 3.4 FLEXIBILITY OF WORK AND MULTI SKILLING

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

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

### 3.5 TIME AND PAYMENT OF WAGES

#### **3.5.1 Weekly Payment**

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

### **3.5.2 Termination Pay**

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

### **3.5.3 Pay Day**

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

## **3.6 NATIONAL ALLOWANCES**

### **3.6.1 Meal Allowance**

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

<b>Date Agreement takes effect</b>	<b>1 Jan 2013</b>	<b>1 Jul 2013</b>	<b>1 Jan 2014</b>	<b>1 Jul 2014</b>	<b>1 Jan 2015</b>
\$13.90	\$14.10	\$14.32	\$14.53	\$14.75	\$14.97

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

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

### **3.6.2 Excess Travelling Costs**

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

### **3.6.3 Transport Reimbursement for Working After Hours Overtime**

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

**3.6.4 Travelling Time Reimbursement**

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

**3.6.5 Reimbursement of Transferring Employee's Cost**

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

**3.6.6 Travel Allowance**

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

<b>Date Agreement takes effect</b>	<b>1 Jul 13</b>	<b>1 Jul 14</b>
\$0.74	\$0.76	\$0.79

**3.6.7 Liquor Licence**

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

<b>Date Agreement takes effect</b>	<b>1 Jan 2013</b>	<b>1 Jul 2013</b>	<b>1 Jan 2014</b>	<b>1 Jul 2014</b>	<b>1 Jan 2015</b>
\$26.32	\$26.71	\$27.11	\$27.52	\$27.93	\$28.35

**3.6.8 Higher Duties Allowance**

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

### 3.6.9 First Aid Allowance

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

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

	<b>Date Agreement takes effect</b>	<b>1 Jan 2013</b>	<b>1 Jul 2013</b>	<b>1 Jan 2014</b>	<b>1 Jul 2014</b>	<b>1 Jan 2015</b>
Per Hour	\$0.31	\$0.31	\$0.32	\$0.32	\$0.33	\$0.33

- (b) Employees employed in Queensland and who received first aid allowance as at the commencement of this Agreement shall continue to be paid the daily or weekly rate (as applicable) as specified in the National Supermarket Agreement 2009, provided that the employee maintains an entitlement to the allowance under this Agreement.

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

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

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

### 3.6.10 Forklift Allowance

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

	<b>Date Agreement takes effect</b>	<b>1 Jan 2013</b>	<b>1 Jul 2013</b>	<b>1 Jan 2014</b>	<b>1 Jul 2014</b>	<b>1 Jan 2015</b>
Per Hour	\$0.42	\$0.43	\$0.43	\$0.44	\$0.45	\$0.45

**3.7 STATE SPECIFIC ALLOWANCES****3.7.1 WESTERN AUSTRALIAN ALLOWANCES**

(Deleted)

**3.7.2 SOUTH AUSTRALIA (INC BROKEN HILL) / NORTHERN TERRITORY ALLOWANCES**

(Deleted)

**3.7.3 VICTORIAN ALLOWANCES**

(Deleted)

**3.7.4 QUEENSLAND ALLOWANCES**

(Deleted)

**3.7.5 NEW SOUTH WALES / ACT ALLOWANCES****3.7.5.1 Stocktake Teams**

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

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

**3.7.5.1.1 Travel Time**

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

**(b) Sydney and Newcastle Area**

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

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

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

**(c) Wollongong Area**

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

<b>Wollongong Area</b>	
Kiama	Wilton
Bulli Lookout	Robertson

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

**3.7.5.2 Freezer Allowance**

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

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

	<b>Date Agreement takes effect</b>	<b>1 Jan 2013</b>	<b>1 Jul 2013</b>	<b>1 Jan 2014</b>	<b>1 Jul 2014</b>	<b>1 Jan 2015</b>
Rate	\$10.61	\$10.77	\$10.93	\$11.09	\$11.26	\$11.43

## **4. HOURS OF WORK, ROSTERING, PENALTIES AND OVERTIME**

### **4.1 HOURS AND ROSTERING**

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

(Deleted)

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

## **4.2 38 ORDINARY HOURS**

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

## **4.3 ROSTER FOR FULL-TIME AND PART-TIME EMPLOYEES**

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

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

## **4.4 DISPLAY OF ROSTER**

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

## **4.5 CHANGE OF ROSTER**

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

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

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

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

**4.5.4** Should an employee disagree with any roster change they shall be provided with a minimum of 14 days notice in lieu of 7 days during which time there shall be discussions aimed at resolving the matter in accordance with the Grievance Procedure.

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

### **4.5.6 Bakery and Replenishment Team Members**

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



**4.5.6.1** Where a Bakery or Replenishment Team Member is required by the Company to change their roster, so that Night Work is reduced or eliminated, the Company undertakes to maintain the Bakery or Replenishment Team Member's former weekly take home pay and any applicable wage increases under this Agreement as if the roster was not changed, for a period of eight weeks after the notice period in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable) is exhausted. After such period, employees will be paid the applicable rate for their new rostered hours as per sub clause 4.13.

**4.5.6.2** Where a Bakery or Replenishment Team Member is required to change their roster as outlined in sub clause 4.5.6.1, they may take a period of accrued Annual Leave paid at a rate no less than their former weekly take home pay and any applicable wage increases under this Agreement together with annual leave loading (subject to sub clause 8.1.7), provided that:

- (a) such requests for Annual Leave is made during the roster notice period, as outlined in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable), or a request for Annual Leave has previously been approved;
- (b) the request for Annual Leave is approved by the Company in accordance with sub clause 8.1.2, and;
- (c) the period of Annual Leave commences within 4 months after the notice period in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable) is exhausted.

**4.5.6.3** In this clause:

- (a) A Bakery Team Member means an employee whose primary duties require production in the area of baking and /or pastry cooking and who is engaged in Nightwork.
- (b) A Replenishment Team Member means an employee whose primary duties are replenishing and/or maintaining stocks of goods and who is engaged in Nightwork.
- (c) Night Work shall mean ordinary hours worked after 10.00pm and before 6.00am.

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

### **4.6.1 Full-time Employees**

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

**4.6.1.2 Working cycles for full-time employees:**

**(a) In states and territories other than Queensland:**

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

**(b) In the State of Queensland:**

(Deleted)

- 4.6.1.3** An employee shall be provided 2 consecutive days off in a week (normally working 5 days each week) or 3 consecutive days in a fortnight (normally working a 6/4 roster).
- 4.6.1.4** At least once in every 2 weeks an employee shall be granted 2 consecutive days off, which shall be a Fri/Sat, Sat/Sun or Sun/Mon, except where an employee requests an alternative roster arrangement
- 4.6.1.5** Requests for 2 consecutive days to be Sat/Sun, once in every 4 weeks, shall not be unreasonably refused
- 4.6.1.6** An employee who works ordinary hours on a Sunday shall be given 3 consecutive days off which shall include Saturday and Sunday, once every 4 weeks. By mutual agreement alternative arrangements may apply.
- 4.6.1.7** The minimum number of ordinary hours which may be worked on any one day shall be 4 hours. The maximum number of ordinary hours which may be worked on any day shall be 10.5 hours.
- 4.6.1.8** There shall not be more than one long day in any week or 3 in a fortnight. A long day is defined as a day exceeding 9 ordinary hours of work.
- 4.6.1.9** By mutual agreement, 4 days in excess of 9 hours may be rostered in each week to achieve a 4 day working week.
- 4.6.1.10** No employee shall work more than 6 consecutive days.
- 4.6.1.11** The maximum number of ordinary hours an employee may be rostered to work in any week shall be 48.

**4.6.2 Part-Time Employees**

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

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

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

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

## **4.7 REGISTER OPERATION**

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

## **4.8 DELAYED START**

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

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

#### **4.9 REMOTE MINING COMMUNITIES**

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

#### **4.10 MAKE-UP TIME**

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

#### **4.11 BREAK BETWEEN ENGAGEMENT ON ONE DAY AND THE NEXT DAY**

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

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

#### **4.12 ADDITIONAL SHIFTS**

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

- (a) No more than two engagements shall be worked on any one day;
- (b) A minimum of 3 hours work shall apply for the original rostered shift and 3 hours for the additional shift;
- (c) A minimum break of not less than 2 hours shall apply between the cessation of the original rostered shift and the commencement of the additional shift;
- (d) The maximum hours of work per day as prescribed in this Agreement shall apply;

- (e) Where a second engagement occurs on any one day, a 10 hour break shall be observed between the cessation of work on that second shift and the commencement of the next shift;
- (f) The first shift and the additional shift will count as one start for the purposes of other rostering provisions.

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

#### **4.13 LOADINGS**

##### **Loadings for Certain Ordinary Hours**

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

	<b>FT &amp; PT Employees</b>	<b>Casual Employees inclusive of 20% casual loading</b>
Monday – Friday from Midnight to 5am	30%	50%
Saturday – from Midnight Friday to 5am Saturday	30%	50%
Saturday – from 10pm to Midnight Saturday	25%	45%
Sunday – from Midnight Saturday to 6am Sunday	100%	120%
Sunday – from 6am Sunday to 9pm Sunday	50%	70%
NSW/ACT Sunday – from 9pm Sunday to Midnight Sunday	75%	95%

(Deleted)

#### **4.14 OVERTIME**

##### **4.14.1 Overtime Entitlement**

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

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

#### **4.14.2 Rate of Pay**

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

#### **4.14.3 Overtime on a Non-working Day**

Employees who work overtime on their non-working day shall be paid at the normal overtime rate with a minimum of 3 hours. This provision will operate to the exclusion of part-time employees who work additional hours in accordance with sub clause 2.6.1.

#### **4.14.4 Work Outside of Roster**

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

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

#### **4.14.5 Sunday Work in WA Non-Extended Trading Stores**

(Deleted)

#### **4.14.6 Time Off In Lieu of Overtime**

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

#### **4.14.7 Call Back**

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

### **5. VICTORIA AND TASMANIA MEAT EMPLOYEES**

#### **5.1 VICTORIA MEAT EMPLOYEES**

(Deleted)

#### **5.2 TASMANIA MEAT EMPLOYEES**

(Deleted)

### **6. MEAL BREAKS AND REST PAUSES**

#### **6.1 FIRST REST PAUSE**

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

#### **6.2 SECOND REST PAUSE**

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

#### **6.3 MEAL BREAKS**

An employee who works more than five ordinary hours on any day shall receive an unpaid meal break of between 45 and 60 minutes duration. A 30 minute meal break may be taken by mutual agreement. Employee requests to take a 30 minute meal break will not be unreasonably refused.

Provided that the meal break referred to shall be given and taken so that no employee shall work more than five consecutive hours without a meal break.

#### **6.4 CRIB BREAKS**

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



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

## 7. PUBLIC HOLIDAYS

### 7.1 HOLIDAYS

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

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

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

STATE	PUBLIC HOLIDAY
<b>ACT</b>	Canberra Day and in addition, Family & Community Day to be observed on the first Tuesday in November or other day as nominated by the ACT Government as a community holiday.
<b>NSW</b>	Picnic Day (shall be the first Tuesday in November).  Easter Sunday (if legislated, proclaimed or gazetted)

### 7.2 HOLIDAYS IN LIEU

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

### **7.3 ADDITIONAL HOLIDAYS**

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

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

### **7.4 SUBSTITUTED DAYS**

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

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

### **7.5 PAYMENT FOR HOLIDAYS NOT TRADED**

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

**7.5.1** in NSW/ACT, Queensland and SA/NT, to payment for the day based upon their ordinary single hourly rate of pay for the hours normally rostered to work; and

**7.5.2** (Deleted)

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

## **7.6 HOLIDAYS TRADED**

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

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

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

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

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

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

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

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

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

**7.7.3** A full-time or part-time employee shall be entitled to the above provisions where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.

**7.7.4** For the purpose of sub clauses 7.7.1 to 7.7.3, for full-time employees, “day” shall mean 8 hours. In respect of part-time employees “day” shall mean the average number of contract hours rostered per day for the employee prior to the public holiday in the 4 week cycle.

**7.7.5** (Deleted)

## **7.8 ABSENCE PRIOR TO / OR FOLLOWING A HOLIDAY**

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

## **7.9 WORK ON A PUBLIC HOLIDAY**

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

## **7.10 RATE OF PAY**

**7.10.1** Work done on any public holiday prescribed in sub clause 7.1 and 7.2 by a full-time or part-time employee shall be paid at the rate of 250% with a minimum payment as for 3 hours work.

**7.10.2** Work done on any public holiday prescribed in sub clause 7.1 and 7.2 by a casual employee shall be paid at the rate of 270% with a minimum payment as for 3 hours work.

**7.10.3** Work done by an employee on any day which the Company is required to recognise as a public holiday under the Fair Work Act 2009 in respect of that employee (not being a day otherwise designated as a public holiday for that employee under sub clauses 7.1 to 7.4) will nevertheless be voluntary and paid at the rates set out in sub clauses 7.10.1 and 7.10.2 where:

- (a) if Boxing Day falls on a Saturday, the additional holiday falls on either 26 December or 28 December;
- (b) if Christmas Day falls on a Saturday and Boxing Day falls on a Sunday, the additional holiday(s) falls between 25 December and 28 December;
- (c) if Christmas Day falls on a Sunday, the additional holiday falls between 25 December and 27 December (inclusive);
- (d) if New Year’s Day falls on a Saturday, the additional holiday falls on either 1 January or 3 January;
- (e) if New Year’s Day falls on a Sunday, the additional holiday falls on either 1 January or 2 January.

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

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

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

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

- 7.12.1** All full-time employees, and part-time employees who work an average 5 days per week or a roster which includes at least one Tuesday in the roster cycle, shall be entitled to Picnic Day in NSW or Family and Community Day in ACT as follows:
- In the Australian Capital Territory, Family and Community Day will be observed on the first Tuesday in November or any other day as nominated by the ACT Government as a community holiday.
  - in New South Wales on the first Tuesday in November each year.
- 7.12.2** Picnic Day in NSW or Family and Community Day in ACT shall be treated as paid time off or pay in lieu but work performed on that day shall not attract public holiday penalty rates.
- 7.12.3** Where a full-time or part-time employee volunteers to work on Picnic Day in NSW, or Family and Community Day in ACT, such employee shall be entitled to the following provisions:
- another day off without loss of pay;
  - such alternate day shall be given and taken not later than 28 days after the Picnic Day in NSW/Family and Community Day in ACT on a day mutually agreed between the Company and the employee;

- where an employee's employment terminates prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.

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

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

## **7.13 ENGAGEMENT ACROSS 2 DAYS**

- 7.13.1** Where the majority of a full-time or part-time employee's rostered engagement falls on a public holiday, the entire engagement shall be regarded as the public holiday for all purposes of the Agreement.

- 7.13.2** Where a full-time or part-time employee is rostered for an engagement with an equal number of hours on a public holiday and the day before a public holiday the entire engagement shall be treated as a public holiday for all purposes of the Agreement.

- 7.13.3** Where a weekly employee is rostered for an engagement with an equal number of hours on a public holiday and the day after a public holiday the entire engagement shall be treated as a normal shift for all purposes of the Agreement, provided the weekly employee is entitled to the benefit of sub clause 7.13.2 above. If the weekly employee is not entitled to the benefit of sub clause 7.13.2, then the entire engagement shall be treated as a public holiday for all purposes of the Agreement.

- 7.13.4** Casual employees shall be paid for actual hours worked. The hours worked on a public holiday shall be paid at the rate of 270%. The hours worked on the normal day shall be paid at the ordinary rates and loadings provided for in this Agreement.

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

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

- 7.14.1** Within the reasonable requirements of staffing levels for a store, requests by full-time or part-time employees to not be rostered to work during the above times and days shall not be unreasonably refused. Provided that where the Company is unable to obtain sufficient volunteers to work, the Company will, subject to the Act, retain the right to direct the working of the employee's normal roster.

- 7.14.2** Employees need to advise the Company at least 4 weeks prior to the Thursday Eve before Good Friday, Christmas Eve and New Year's Eve that they do not wish to work at that time or day.

**7.14.3** The Company will seek volunteers at least 14 days in advance to finalise the rostering needs and advise employees at least 7 days prior.

**7.14.4** Where an employee's request is granted the hours shall be subject to the normal make up time provision of sub clause 4.10.

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

## **7.15 EASTER SUNDAY (IF NOT A PUBLIC HOLIDAY)**

**7.15.1** Work on Easter Sunday shall be voluntary.

**7.15.2** Permanent employees rostered to work on Easter Sunday in a store which can trade on Easter Sunday who elect not to work shall select one of the following options:

- (i) The employee shall be rostered to work on another day or time in the 4 week cycle as part of their ordinary hours and be paid the applicable Sunday penalty rate for time so worked.
- (ii) The employee may take a scheduled RDO (including any TOIL)
- (iii) The employee may take an annual leave day: or
- (iv) The employee may take leave without pay for the day.

**7.15.3** Permanent Employees rostered to work on Easter Sunday in a store which is not able to trade on Easter Sunday shall be given the day off with pay at the ordinary rate.

**7.15.4** Permanent employees rostered to work on Easter Sunday in a store which can trade who elect to work shall be paid the applicable rate.

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

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

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

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

holiday is from 7:00 pm to midnight, public holiday benefits will only be extended in respect of the hour from 7:00 pm to 8:00 pm).

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

## **7.17 ROSTER CHANGE TO AVOID BENEFITS**

Any employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a Public Holiday or Holidays shall be paid for such Holiday or Holidays as if the roster had not been changed.

## **8. LEAVE PROVISIONS**

### **8.1 ANNUAL LEAVE AND LOADING**

#### **8.1.1 Annual Leave Entitlement**

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

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

#### **8.1.2 Taking of Annual Leave**

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

**8.1.2.2** Annual leave shall be taken in either:

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

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



**8.1.3 Pro-Rata Annual Leave on Termination**

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

**8.1.4 Payment for Annual Leave**

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

**8.1.5 Cashing Out of Annual Leave**

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

- (a) The employee must retain a paid annual leave entitlement of no less than 8 weeks;
- (b) Each 'cashing out' of annual leave must be by a separate agreement, in writing, between the Company and the employee;
- (c) The employee must be paid the amount that would have been payable had the employee taken that period of leave; and
- (d) The employee's annual leave entitlement will be reduced accordingly.

**8.1.6 Annual Leave Loading**

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

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

**8.1.7 Loadings for Certain Ordinary Hours**

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

NOTE: (Deleted)

### **8.1.8 Illness / Injury during Annual Leave**

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

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

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

## **8.2 PERSONAL LEAVE**

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

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

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

**8.2.4** Unused personal leave is cumulative from year to year.

**8.2.5** Personal leave may be taken by an employee due to their own illness/injury (sick leave). Personal leave can also be taken by the employee to provide care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because of a personal illness or injury of the member or an unexpected emergency affecting the member (carer's leave).

**8.2.6** Personal leave is subject to the following conditions and limitations:

- (a) An employee is not entitled to paid sick leave for any period in respect of which he/she is entitled to workers' compensation;
- (b) It is expected that the employee will, as far as possible, inform the Company of the inability to attend for work prior to the commencing time, and as far as may be practicable, state the reason for the absence and the estimated duration of the absence;

- (c) Notwithstanding the Fair Work Act 2009, employees will be entitled to 2 single shift absences per year without having to produce proof of illness, except if the absence is before or after a public holiday. On all other occasions of absence the employee will prove to the satisfaction of the Company, and provide such documentation as required by the Company, that he/she was unable to attend for work on the day or days for which the personal leave is claimed.

Documentation means:

- (i) if it is reasonably practicable to do so - a medical certificate issued by a registered health practitioner as defined in the Act;
- (ii) if it is not reasonably practicable to provide the Company with a medical certificate, a statutory declaration made by the employee shall suffice.

**8.2.7** The Company need not make any payment for any time an employee is absent from work without producing satisfactory evidence in support of a request for paid personal leave.

**8.2.8** Unused personal leave will not be paid out on termination for any reason.

**8.2.9** A full-time, part-time or casual employee may, subject to the Fair Work Act 2009, take unpaid carer's leave for the purpose of providing care and support for a member of their immediate family or a member of the employee's household who requires care or support because of personal illness, or injury of the member, or an unexpected emergency affecting the member. Unpaid carer's leave can only be taken when the employee's entitlement to paid personal leave has been exhausted. Unpaid carer's leave may be taken as a single, unbroken, period of 2 days, or two separate periods of 1 day each, or any separate periods totaling 2 days to which the Company and the employee agree. The 2 days unpaid carer's leave may be taken per occasion.

**8.2.10** In any year where the above paid personal leave is exhausted an employee may elect to utilise:

- paid time off accrued in lieu of overtime; and/or
- outstanding annual leave entitlements; and/or
- make-up time of any lost ordinary hours.

**8.2.11 Immediate Family Definition**

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

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

### **8.3 COMPASSIONATE LEAVE**

- 8.3.1** Full-time and part-time employees are entitled to compassionate leave under this clause to the extent that it provides a greater benefit than the Fair Work Act 2009. The leave benefits in this clause are inclusive of, and not in addition to, any entitlement to compassionate leave under the Fair Work Act 2009 arising in respect of the same circumstances.
- 8.3.2** Full-time and part-time employees are entitled to paid compassionate leave as follows:
- (a) A maximum of 5 days of paid compassionate leave on each occasion the employee is absent from work due to the death of an employee's spouse, parent or child.
  - (b) A maximum of 3 days of paid compassionate leave on each occasion the employee is absent from work due to the death of an employee's parent-in-law, brother or sister-in-law, grandparent, grandparent-in-law, grandchild, brother or sister, son-in-law, daughter-in-law, defacto parent-in-law, cousin, uncle, aunt, niece, nephew, or Godparent.
  - (c) A maximum of 2 days paid compassionate leave on each occasion the employee is absent from work due to the death of a member of the employee's household.
  - (d) A maximum of 1 day paid compassionate leave to attend the funeral on the death of a significant other.
  - (e) A maximum of 2 days of paid compassionate leave for the purpose of spending time with an employee's spouse, child, parent, brother or sister, grandparent, grandchild, or a child, parent, brother or sister, grandparent, grandchild of a spouse of the employee, or a member of the employee's household, who has a personal illness or sustains a personal injury that poses a serious threat to his or her life.
- 8.3.3** In addition to the entitlement above, an employee shall be entitled to 2 days paid leave to attend the funeral of a parent, spouse or child where the employee travels outside Australia or more than 400km, one way, either intrastate or interstate.
- 8.3.4** In addition to the entitlement above, an employee shall be entitled to 2 days unpaid leave to attend the funeral of a relative other than a parent, spouse or child where the employee travels outside Australia or more than 400km, one way, either intrastate or interstate.
- 8.3.5** In instances where a period of compassionate leave is taken by an employee for the purpose of spending time with a member of the employee's immediate family or household in circumstances as defined above, compassionate leave may be taken as a single unbroken period of 2 days, or 2 separate periods of 1 day each, or any separate periods of up to 2 days to which the employee and the Company agree.

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

#### **8.4 BLOOD DONOR LEAVE**

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

#### **8.5 JURY SERVICE**

- 8.5.1** A full-time or part-time employee shall be allowed leave of absence during any period of ordinary working hours when required to attend for jury service. Provided however, that this clause shall have no operation while the period of entitlement to leave under it, coincides with any other period of entitlement to leave. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's agreement rate of pay as if working.
- 8.5.2** An employee required to attend for jury service during a period of annual leave will, upon producing satisfactory evidence of attendance be re-credited with annual leave for the period for which jury service was attended. To facilitate the re-crediting of annual leave it will be necessary for the Company to deduct the value of the leave loading for the period of leave re-credited from the employee's weekly earnings.
- 8.5.3** The employee shall be required to produce to the Company proof of jury service fees received and proof of requirements to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

- 8.5.4** An employee on jury service shall not be required to attend to work on any day/evening/night roster whilst on jury service.
- 8.5.5** Where an employee is on jury service, the combination of work and jury service shall not exceed 5 days in any week.
- 8.5.6** Notwithstanding the above, if jury service is of not more than 2 hours duration an employee would be expected to return to work to complete their rostered shift. Provided that, if an employee's rostered shift goes past midnight they shall not be required to attend for the shift on that occasion.

## **8.6 DEFENCE FORCES LEAVE**

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

## **8.7 EMERGENCY SERVICE LEAVE**

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

## **8.8 NATURAL DISASTER LEAVE**

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

**8.9 PARENTAL LEAVE (INCLUDING PRE-NATAL LEAVE)**

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

(a) Key Elements of Parental Leave

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

(b) Employees' Parental Leave Entitlement

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

**8.9.2 Parents Sharing the Leave**

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

**8.9.3 Parental Leave and Other Leave**

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

**8.9.4 Leave Accruals**

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

**8.9.5 Leave for Pre-Natal or Pre-Adoption Appointments**

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

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

### **8.9.6 Special Maternity Leave**

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

### **8.9.7 Transfer to a Safe Job**

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

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

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

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

### **8.9.8 Casual Work during Parental Leave**

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

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



### **8.9.9 Replacement Employees**

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

### **8.9.10 Varying the Period of Parental Leave**

#### **(a) Increasing the Period of Leave**

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

#### **(b) Decreasing the Period of Leave**

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

### **8.9.11 Returning to the position held prior to taking Parental Leave**

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

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

If the position the employee held before going on leave no longer exists due to structural changes that have taken place, the company will work with the returning employee to redeploy that employee into another position as nearly comparable in status and pay to that of her/his former position.

### **8.9.12 Returning to Work Options**

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

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

### **8.9.13 Changes in Rates of Pay**

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

#### **8.9.14 Responsibilities**

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

#### **8.10 LONG SERVICE LEAVE**

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

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

#### **8.11 LEAVE OF ABSENCE**

##### **8.11.1 Period of Leave of Absence**

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

- (b) Where a full-time or part-time employee proceeds on authorised unpaid leave of absence, all entitlements to annual leave, personal leave or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.
- (c) Such leave of absence shall not break the continuity of employment.

## **9. GRIEVANCE PROCEDURE**

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

## **10. SUPERANNUATION**

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

- (a) Retail Employees Superannuation Trust ("REST") and the Company will participate in REST in accordance with the trust deed and rules governing REST from time to time ("REST Trust Deed"); or
- (b) REST and Woolworths Group Superannuation Plan ("Woolworths Super") a Sub Plan (No. 9056815) of the AMP Superannuation Savings Trust but only where an existing employee (as at 1 April 1997) was a member of both these funds as at that date (in accordance with the REST Trust Deed and the Plan rules governing Woolworths Super from time to time); or
- (c) (Deleted)
- (d) (Deleted)

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

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

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

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

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

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

Such contributions to REST shall be made on a monthly basis.

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

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

**10.7** Additional Contributions:

- (a) An eligible employee may:
  - (i) make additional post tax superannuation contributions; or

- (ii) direct the Company to pay a portion of the eligible employee's wages as additional salary sacrifice superannuation contributions; into the same fund to which the Company is making superannuation contributions under sub-clause 10.1.
- (b) An employee who wishes to make such additional contributions must do so in writing. Additional contributions must be expressed in whole dollars.
- (c) Upon receipt of written authorisation from the employee, the Company shall commence making monthly payments to REST or Woolworths Super on behalf of the employee.
- (d) An employee may vary the amount of his or her additional contributions twice each year, in writing, and the Company shall alter the additional contributions within 14 days of receipt of such authorisation.

An employee is able to commence, vary or cease salary sacrifice contributions at any time during a financial year, and must do so in writing.
- (e) Additional post tax employee contributions to REST, Tasplan or Woolworths requested under this sub clause must be expressed in whole dollars.
- (f) Any amount paid in accordance with a direction under sub clause 10.7 (a)(ii) is deemed to be paid in satisfaction of the employer's obligation to pay the wages set out in the Agreement. Accordingly, no breach of this agreement will occur if the actual wages paid to the employee fall below the rates set by this agreement solely because of the employer paying additional superannuation contributions under this clause on a pre-tax basis. Where an employee elects to salary sacrifice; overtime rates, loadings, termination payments and the Company contributions will be based on the employee's pre salary sacrifice wage.

## **11. MISCELLANEOUS PROVISIONS**

### **11.1 MEETING COMPANY STANDARDS**

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

### **11.2 DRESS STANDARDS**

**11.2.1** The Company, having regard to the nature of the industry, the work to be performed and the comfort of the employee, shall have the right to determine a code of dress for each employee including colour of clothing.

**11.2.2** The Company image is an important responsibility borne by all employees. To this end, when at work, an employee's presentation, grooming and dress shall be in a neat, tidy, business like manner at all times.

- 11.2.3** The wearing of jewellery shall be in line with the Company Policy as outlined in the Staff Information booklet.
- 11.2.4** Any employee who, without due cause, is not satisfactorily dressed when in attendance at the workplace may be directed to cease work without pay until such time as the employee is dressed to the required standard.
- 11.2.5** The Company shall not be harsh or unreasonable in applying sub clause 11.2.4 above.
- 11.2.6** The Company shall not require an employee to dress in a revealing or indecent manner that would cause the employee embarrassment.

### **11.3 WORKPLACE HEALTH AND SAFETY**

- 11.3.1** It is recognised that safety is a prime responsibility of every employee and the Company.
- 11.3.2** The Company recognises an obligation to provide a safe working environment, to provide the necessary (adequate) safety equipment, to provide training for employees in safe operating procedures and to establish and enforce safety guidelines at all times. If the Company proposes any renovations or major changes to equipment, substances or work practices in any section/department of a store that could reasonably be expected to affect the health and safety of employees, the Company will notify and consult with Occupational Health and Safety Representatives, employees affected and the SDA.
- 11.3.3** Woolworths and the SDA are committed to enabling all employees to receive appropriate OH&S training. Occupational Health and Safety representatives will be given paid leave to attend appropriate OH&S training courses as stipulated in the relevant legislation.
- 11.3.4** The Company is committed to their process for the occupational rehabilitation of employees affected by occupation injury and/or illness which aims to return these employees to their pre-injury duties.
- 11.3.5** The Company undertakes to consult with the employees and if the employee so chooses their union representative, in regards to the employee's rehabilitation program.
- 11.3.6** The Unions and the Company agree that health and safety in the workplace is an issue of importance which should be dealt with on a non-protagonist basis in order to fulfill the requirements of the applicable State or Federal Workplace Health and Safety Act, and all other applicable legislation.
- 11.3.7** Training of store appointed first aid attendants will be paid by the Company and shall be done in rostered work time.

## **11.4 UNIFORMS, PROTECTIVE CLOTHING**

**11.4.1** Where an employee is required to wear protective clothing, such protective clothing shall be provided, maintained and laundered by the company at the company's expense. Examples of such clothing include protective aprons. The Company will provide training in appropriate use of protective clothing.

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

## **11.5 DRINK AND COMFORT BREAKS**

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

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

- (a) Water bottles are plastic and have screw tops or pop up tops;
- (b) Drinks are taken discreetly and in between serving customers; and
- (c) In Fresh Food departments, water bottles are hygienic, kept isolated in the coolroom, and are removed at the end of an employee's shift.

**11.5.2** Employees other than those in serviced departments are not permitted to have drink bottles in their departments, however, may get a drink of water irrespective to an entitlement to a rest period, subject to their advising their manager.

## **11.6 LOCKERS**

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

## **11.7 SEXUAL HARASSMENT**

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

## **11.8 WORKPLACE BULLYING**

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

## **11.9 EQUAL EMPLOYMENT OPPORTUNITY AND EQUITY**

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

## **11.10 SAFE ESCORT**

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



**11.10.2** Staff completing their shift after sunset may:

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

**11.11 ACCIDENT PAY – (VICTORIA ONLY)**

(Deleted)

**11.12 NOTICE BOARDS**

**11.12.1** The Company shall provide reasonable space on a notice board for the display of union notices authorised by the Branch Secretary of the relevant union to facilitate the communication of matters pertaining to this Agreement. Such union notices shall be shown to the store manager prior to placement on the notice board.

**11.12.2** A signed copy of this Agreement shall be exhibited in a prominent and accessible place to all employees.

**11.13 EMPLOYEE ACCOMODATION**

**11.13.1** When arranging accommodation for an employee who is required to be away from home overnight the following shall apply:

- (i) Not more than 2 employees to share a room on all occasions;
- (ii) All rooms shall have 2 beds (sofa beds are not acceptable); and
- (iii) Double bunks are not suitable/acceptable beds.

**12. SECURITY RELATED MATTERS**

**12.1 SECURITY GUIDELINES**

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

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

### **Basis of Guidelines**

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

## **12.2 STAFF INTERVIEWS**

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

The caution shall be in the following terms:-

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

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

- 12.2.3** The Company may object to the presence of any particular person as a witness at such interview if there is reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness will not

reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.

**12.2.4** During the course of any such interview, Company personnel shall conduct themselves in a courteous manner toward the employee being interviewed.

**12.2.5** Where a security investigation involves an employee remaining on the premises or elsewhere at the Company's direction, outside of the employee's working time, the employee shall be paid overtime, for all time so spent.

**12.2.6** As a general principle, employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change the employee's duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the employee as a result of the transfer or change in duties. In such cases the Relevant Union shall be advised of such transfer, change of duties or disciplinary action. Nothing in this sub clause or in this clause 12 is to be construed as permitting the Company to disclose information to the Relevant Union, or a member acting in a representative capacity, officer, or employee of the Relevant Union contrary to the Fair Work Regulations.

### **12.3 CASH SHORTAGE**

**12.3.1** Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such employee has sole access to such monies.

**12.3.2** This provision shall not affect the Company's right to take such disciplinary or legal action as the Company considers necessary.

### **12.4 SECURITY CHECKS OF BAGS, PARCELS AND / OR LOCKERS**

**12.4.1** The Company is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.

**12.4.2** Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or alternatively that the employee has given permission for such search to take place in his or her absence.

**12.4.3** Where a search or check is to take place in the employee's absence, the employee may nominate some other responsible employee to be present during such proposed search or check.

### **12.5 CARRYING OF MONIES**

**12.5.1** Employees involved in the responsibility of carrying monies belonging to the Company to or from a bank or other institution, shall be accompanied at such times by a responsible fellow employee.

The Company shall not require an employee to have money chained, handcuffed or fastened to an employee's person, unless such fastening is engaged to the employee with a quick release mechanism.

## **12.6 STAFF ENTRANCES AND EXITS**

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

## **13. SAVINGS PROVISIONS**

### **13.1 VICTORIAN MEAT EMPLOYEES**

(Deleted)

### **13.2 TASMANIAN MEAT EMPLOYEES**

(Deleted)

### **13.3 VICTORIAN SUPERMARKET EMPLOYEES (EXCLUDING MEAT)**

(Deleted)

### **13.4 NEW SOUTH WALES / ACT**

#### **13.4.1 Protected Rates – All Stores**

- (i) This sub clause 13.4.1 shall apply to full-time, part-time and casual employees engaged in NSW or ACT supermarket operations and who were regularly and systematically rostered to work in the hours between:

Saturday 5am to 6am

Saturday 9pm to 10pm

Sunday 9pm to 10pm

in the months of May, June and July 2007.

- (ii) The three month period of May, June and July 2007 shall be proportionally reduced for new store openings and for new employees engaged after 30th June, 2007. Absences on account of study leave, annual leave, long service leave, illness, other authorised absences and pressing necessity shall not exclude a person who otherwise would have fallen within the definitions outlined above.
- (iii) It is noted that all employees as defined above have received the first wage rise (using the penalty rates and loadings payable under the Woolworths Supermarkets NSW/ACT Agreement 2004) before the following savings arrangement takes effect.

- (iv) The Company gives a commitment that where as a result of the implementation of the Woolworths Supermarkets NSW/ACT Agreement 2007, the hourly rate of pay inclusive of penalties and/or loadings for an employee's classification of work (i.e. full-time, part-time or casual) decreased from the rate which would have been applicable under the Woolworths Supermarkets NSW/ACT Agreement 2004, including the first installment for the same classification, the higher hourly rate of pay will be maintained for that employee until the applicable hourly rate of pay specified by the Woolworths Supermarkets NSW/ACT Agreement 2007 increases to the saved rate.
- (v) This savings provision shall only apply to employees defined above.

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

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

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

**13.4.3 Sunday Work – All Stores**

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

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

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

**13.4.4 Roster Changes – All Stores**

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

**13.4.5 Reduced Part-time Hours – All Stores**

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

**13.4.6 Saved Part-time Minimums – Woolworths Town Hall Store**

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

**13.4.7 Protection from Working Certain Hours – Woolworths Town Hall Store**

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

**13.4.8 Saturday and Sunday Evening Hours – All Stores Except Woolworths Town Hall**

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

**13.4.9 Bakery Refreshment Break – All Stores Except Woolworths Town Hall**

In the case of Bakery night workers engaged in NSW or ACT supermarket operations where it is not practical to take a meal break, employees shall be entitled to a refreshment break of 20 minutes. Such refreshment break shall count as time worked and is to be taken in one or more periods, in such manner as to not interfere with the continuous running of the establishment. The

total duration of such periods shall not exceed 20 minutes in any one shift and such refreshment breaks can be taken at or near the workstation.

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

**13.4.11 First Aid Allowance**

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

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

**13.5 QUEENSLAND**

(Deleted)

**13.6 WESTERN AUSTRALIA**

(Deleted)

**13.7 SOUTH AUSTRALIA (INC BROKEN HILL) / NORTHERN TERRITORY**

(Deleted)

**13.8 TASMANIAN SUPERMARKET EMPLOYEES (EXCLUDING MEAT)**

(Deleted)

**13.9 NATIONAL**

**13.9.1 Classifications Structure**

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

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

- (iv) In this clause:

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

- (a) Reclassified to a lower grade under the National Supermarkets Agreement 2012 than the position was classified under the National Supermarkets Agreement 2009,
  - (i) (Deleted)
- (b) Removed from the classification structure in the National Supermarkets Agreement 2012.



## Signatories to the Agreement

### Woolworths National Supermarket Agreement 2012

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**Stephen Murphy**

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**Date**

National Supermarkets Operations Manager

Signed for and on behalf of **Woolworths Limited**

1 Woolworths Way

BELLA VISTA NSW 2153

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**Stephen Murphy**

---

**Date**

National Supermarkets Operations Manager

Signed for and on behalf of **Woolworths South Australia Pty Ltd**

1 Woolworths Way

BELLA VISTA NSW 2153

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**Joe de Bruyn**

---

**Date**

National Secretary

Signed for and on behalf the **Shop, Distributive and Allied Employees' Association**

Level 6, 53 Queen Street

MELBOURNE VIC 3000

---

**William Ludwig**

---

**Date**

Secretary

Signed for and on behalf **The Australian Workers' Union of Employees, Queensland**

Level 12, 333 Adelaide Street

BRISBANE QLD 4000

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## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

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

# **WOOLWORTHS SUPERMARKETS**

## **NATIONAL LETTER OF EXCHANGE MATTERS**

In a national letter of exchange between the SDA and Woolworths Ltd, the following matters are agreed:

- Special paid meetings of employees may be programmed in agreement with the Divisional Human Resources Manager for the union to hold discussions with its members about workplace issues. Approved paid meetings will be limited to a maximum 30 minutes per calendar year.
- The Company agrees to continue paid leave for SDA delegates to attend SDA training courses subject to the Divisional Human Resources Manager agreeing that a requested course will have positive benefits for the business, e.g., Effective Negotiation Skills, Understanding Enterprise Agreements, Effective Representation Skills, etc. This agreement will be given where the request is reasonable and practicable.
- An employee elected as an SDA delegate will be recognised as an accredited representative of the SDA.
- An SDA delegate shall have the right to discuss work related matters of concern to any employee or to convey information relating to the workplace to employees, provided that the Delegate does not unduly interfere with the work in progress.
- An SDA delegate shall be allowed a reasonable period of time during working hours to interview an accredited representative of the SDA. Such time shall be devoted to legitimate union business.
- The SDA delegate shall have the right to place notices on notice boards within the work site where this is both reasonable and practicable, provided that the notices are authorised by the SDA and deal with legitimate SDA matters.

## **LETTER OF UNDERSTANDING**

### **WOOLWORTHS LIMITED**

The following issues have been agreed between Woolworths Limited and the Shop Distributive & Allied Employees' Association, as outcomes of the Woolworths National Supermarket Agreement 2012 negotiations.

This is for the nominal life of the Agreement expiring 30th June 2015.

#### **All States and Territories**

##### **1. Unpaid Leave**

An employee who has an entitlement to receive payment under various schemes such as Workers Compensation, Superannuation (Income Protection) will not be required to take unpaid leave or leave of absence in accordance with the agreement or company policy. This means any accrued entitlement to paid leave does not need to be accessed prior to taking their unpaid leave.

##### **2. Exception Report Process**

If an employee clocks on or off outside of their normal rostered hours, with the exception of a Roster Adjustment form being processed, an exception report will be produced by the store payroll system.

##### **Part-time Employees**

In conjunction with, or in addition to any rostered shift, a part-time employee may be offered additional hours, per clause 2.6, such hours are worked on a voluntary basis to a maximum of 38 hours in any week.

- i) When a part-time employee's hours are increased, by mutual agreement and the employee accepts the additional hours, which will be paid at the appropriate ordinary rate of pay, inclusive of any additional loadings applicable to such hours, (as per clause 2.6) the Team Manager is to complete a "Roster Adjustment" form, which is then signed by both parties and forwarded to the office for processing.

The Store Services Officer (SSO) is responsible for keying the adjustment into the Labour Management System (LMS) and this will result in no exception report being generated

- ii) Should the employee work outside their normally rostered shifts and the Roster Adjustment Form had not been processed, then an exception report shall be automatically produced and a copy provided to the employee.

The Team Manager is required to have a discussion with the employee to verify that either:

- a) both parties had agreed, prior to the additional hours being worked, that the employee would be paid as per the Flex Up Clause 2.6. As the "Roster Adjustment" form had not been actioned, both parties are to sign and date the exception report and a copy provided to the employee upon request.
- b) Where clause 2.6 is not applicable and an overtime payment is required then the Team Manager will authorise such payment of overtime once he or she has verified:
  - (i) that the overtime had been approved prior to the hours being worked or
  - (ii) that the overtime, although unauthorised, had been worked by the employee, in the genuine circumstance, of providing service to customers.

Should a part-time employee be entitled to be paid at the overtime rate they will be paid as detailed in sub clause 4.14.

### **3. Casual Sick Leave**

Casual employees who are unable to attend for work due to personal illness should provide notification of their inability to attend as per sub clause 8.2.6(b) of the Agreement. Recognising that personal leave for casuals is unpaid leave, casual employees are not required to provide evidence of their illness as prescribed in sub clauses 8.2.6(c) (i) and (ii).

## **New South Wales /ACT**

### **1. Health and Safety Matters**

Anti-fatigue matting will be provided to checkout operators upon request or checkout operators upon a request made through an OH&S Representative at the workplace.

Employees working at night using dangerous equipment shall, at their request, be provided with a personal alarm system.

Employees required as part of their duties to stop and direct traffic around loading docks and petrol stations shall be provided with an appropriate RTA accredited course before taking up such duties.

Employees required as part of their duties to stop and direct traffic around loading docks and petrol stations shall be provided by the Company with protective clothing, safety vests and all necessary equipment to carry out their duties.

The Company shall continue to use the internal communication system to advertise vacant positions across stores, where appropriate.

Employees experiencing difficulties dealing with customers or visiting sales representatives shall report such matters immediately to their Team Manager who will intervene and assist in resolving the difficulties.

## **2. Casual/Part time/Full time Employment**

It is the Company's aim and objective to provide secure employment for its employees. As part of this the Company is committed to offering, where practicable and consistent with the operational interests of the business and the retail business environment, additional part time and full time employment by converting casual hours to permanent hours.

## **3. Car Parking Facilities**

The Company, where possible, will attempt to facilitate safe, secure and free car parking facilities for those employees who choose to drive to work at shopping centres. The Company will continue to support the SDA's position to have this employee benefit provided where the Company sees fit to do so. Each request in relation to approaching shopping centre owners regarding the car parking arrangements for staff will be assessed on a case by case basis.

## **4. Forklifts**

With respect to employees required to use forklifts, the Company will pay for their training, and pay the costs associated with obtaining their license and license renewal.

## **5. Unpaid SDA Leave**

- (a) With prior arrangement at regional and store level, an SDA Delegate may be released without pay from their employment duties for up to 38 hours per calendar year to participate in activities associated with membership recruitment.
- (b) The Company may refuse to grant Unpaid SDA Leave if it would impact negatively on the operation of the business. The Company shall not unreasonably refuse requests for such leave.
- (c) Leave granted pursuant to this clause shall count as service for all purposes of this Agreement.

## **6. NSW/ACT Stocktake**

Consistent with current practice, Stocktake team members who reside within the ACT, when travelling to provincial country stores, shall continue to be paid for all time spent travelling beyond: **Royalla, Queanbeyan** and the **ACT boundary** to the West, North and North East. Travelling time will be paid as detailed in sub clause 3.6.4 (b).



## Tasmania

### 1. Unpaid Meal Break

Part-time employees, when working a 6 hour shift who have previously agreed with the Company to take two (2) ten minute rest pauses as per the current Tasmanian Woolworths Retail Operations Enterprise Agreement 2009 Clause 11.1.(a) and volunteer not to take an unpaid meal break shall have this provision preserved for current employees as defined below.

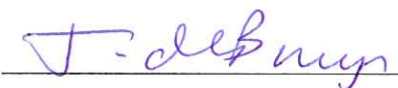
This provision is a savings mechanism for current employees employed as at 24<sup>th</sup> March 2010 and who are on such arrangement, and will not be available to new employees.

## Victoria

### 1. Bakery and Replenishment Team Members

Bakery or Replenishment Team Managers, in Victoria, who are required by the Company to change their roster, so that Nightwork is reduced or eliminated, will maintain their paid personal leave entitlement as prescribed in sub clause 13.3.3, for a period of eight weeks after the notice period in either sub clause 4.5.3 or sub clause 4.5.4 (as applicable) is exhausted. After such period, employees will be entitled to personal leave as prescribed in sub clause 8.2 (subject to the savings provision of clause 13.3.3).

Signature:   
Name: STEPHEN MURPHY  
Position: NATIONAL Operations Manager Supermarkets  
Signed for and on behalf of Woolworths Limited  
Date: 29/10/12

Signature:   
Name: JOSEPH DE BRUYN  
Position: NATIONAL SECRETARY  
Signed for and on behalf of the Shop, Distributive & Allied Employee' Association  
Date: 9/11/12

## RATES OF PAY - NSW / ACT

<b><u>Rates Payable On or After:</u></b>	<b><u>Page No.</u></b>
1 July 2012.....	1
1 January 2013 .....	6
1 July 2013.....	11
1 January 2014 .....	16
1 July 2014.....	20
1 January 2015 .....	24

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2012**

**GRADE 1**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	319.61	8.41	10.51	10.93	12.62	14.72	16.82	21.03
At 16 yrs	355.13	9.35	11.68	12.15	14.02	16.35	18.69	23.36
At 17 yrs	426.15	11.21	14.02	14.58	16.82	19.63	22.43	28.04
At 18 yrs	497.18	13.08	16.35	17.01	19.63	22.90	26.17	32.71
At 19 yrs	568.20	14.95	18.69	19.44	22.43	26.17	29.91	37.38
20 yrs & over	710.25	18.69	23.36	24.30	28.04	32.71	37.38	46.73

**GRADE 2**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	336.42	8.85	11.07	11.51	13.28	15.49	17.71	22.13
At 16 yrs	373.81	9.84	12.30	12.79	14.76	17.21	19.67	24.59
At 17 yrs	448.57	11.80	14.76	15.35	17.71	20.66	23.61	29.51
At 18 yrs	523.33	13.77	17.21	17.90	20.66	24.10	27.54	34.43
At 19 yrs	598.09	15.74	19.67	20.46	23.61	27.54	31.48	39.35
20 yrs & over	747.61	19.67	24.59	25.58	29.51	34.43	39.35	49.18

**GRADE 3\* - STORE SERVICE ASSISTANT**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
754.52	19.86	24.82	25.81	29.78	34.75	39.71	49.64

**GRADE 3**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
774.05	20.37	25.46	26.48	30.55	35.65	40.74	50.92

**GRADE 3b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
793.34	20.88	26.10	27.14	31.32	36.54	41.75	52.19

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2012**

**GRADE 4\* - STORE SERVICES OFFICER**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
784.13	20.64	25.79	26.83	30.95	36.11	41.27	51.59

**GRADE 4**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
812.63	21.39	26.73	27.80	32.08	37.42	42.77	53.46

**GRADE 5**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
853.18	22.45	28.07	29.19	33.68	39.29	44.90	56.13

**GRADE 5b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
878.77	23.13	28.91	30.06	34.69	40.47	46.25	57.81

**GRADE 5 - APPRENTICE<sup>^</sup>**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Year / Period 1	426.59	11.23	14.03	14.59	16.84	19.65	22.45	28.07
Year / Period 2	554.57	14.59	18.24	18.97	21.89	25.54	29.19	36.48
Year / Period 3	725.20	19.08	23.86	24.81	28.63	33.40	38.17	47.71
Year / Period 4	810.52	21.33	26.66	27.73	31.99	37.33	42.66	53.32
Trade Qualified	853.18	22.45	28.07	29.19	33.68	39.29	44.90	56.13

<sup>^</sup>Apprentices aged 25 years or older shall be paid the Grade 2 adult wage rate until such time as the wage rate prescribed here is higher. (Clause 3.3.2)

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2012**

**Penalty Rates for Permanent Employees**

MON-FRI	Midnight - 5:00 am	+ 30% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 30% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 25% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 100% Rate
SUNDAY	6:00 am - 9:00 pm	+ 50% Rate
	09:00 pm - Midnight	+ 75% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 150% Rate

**GRADE 1**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	10.09	12.20	12.62	14.30	16.40	16.82	18.50	22.71
At 16 yrs	11.21	13.55	14.02	15.89	18.22	18.69	20.56	25.23
At 17 yrs	13.46	16.26	16.82	19.06	21.87	22.43	24.67	30.28
At 18 yrs	15.70	18.97	19.63	22.24	25.51	26.17	28.78	35.33
At 19 yrs	17.94	21.68	22.43	25.42	29.16	29.91	32.90	40.37
20 yrs & over	22.43	27.10	28.04	31.77	36.45	37.38	41.12	50.47

**GRADE 2**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	10.62	12.84	13.28	15.05	17.26	17.71	19.48	23.90
At 16 yrs	11.80	14.26	14.76	16.72	19.18	19.67	21.64	26.56
At 17 yrs	14.17	17.12	17.71	20.07	23.02	23.61	25.97	31.87
At 18 yrs	16.53	19.97	20.66	23.41	26.85	27.54	30.30	37.18
At 19 yrs	18.89	22.82	23.61	26.76	30.69	31.48	34.63	42.50
20 yrs & over	23.61	28.53	29.51	33.45	38.36	39.35	43.28	53.12

**GRADE 3\* STORE SERVICE ASSISTANT**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
23.83	28.79	29.78	33.75	38.72	39.71	43.68	53.61

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2012**

**GRADE 3**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
24.44	29.54	30.55	34.63	39.72	40.74	44.81	55.00

**GRADE 3b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.05	30.27	31.32	35.49	40.71	41.75	45.93	56.37

**GRADE 4\* STORE SERVICES OFFICER**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
24.76	29.92	30.95	35.08	40.24	41.27	45.40	55.71

**GRADE 4**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.66	31.01	32.08	36.35	41.70	42.77	47.05	57.74

**GRADE 5**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.94	32.56	33.68	38.17	43.78	44.90	49.39	60.62

**GRADE 5b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
27.75	33.53	34.69	39.31	45.09	46.25	50.88	62.44

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY  
PERIOD TO COMMENCE ON OR AFTER 1 JULY 2012**

**Penalty Rates for Casual Employees**

MON-FRI	Midnight - 5:00 am	+ 50% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 50% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 45% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 120% Rate
SUNDAY	6:00 am - 9:00 pm	+ 70% Rate
	09:00 pm - Midnight	+ 95% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 170% Rate

**OTHER RATES**

	<b>Extra Per Week (\$)</b>	<b>Extra Per Day (\$)</b>	<b>Extra Per Hour (\$)</b>	<b>Extra Per Km (\$)</b>
Employee holding a Liquor licence	26.32			
Qualified First Aid Attendant			0.31	
<b>FREEZER AND COLD ROOM ALLOWANCE</b> <i>Primary Function - handling or loading goods into or out of freezer cabinets</i>				
- Full time Employees	10.61			
- Casual and Part Time Employees			0.28	
Meal Allowance	13.90			
Travel Allowance				0.74
Forklift			0.42	

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2013**

**GRADE 1**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	324.41	8.54	10.67	11.10	12.81	14.94	17.07	21.34
At 16 yrs	360.45	9.49	11.86	12.33	14.23	16.60	18.97	23.71
At 17 yrs	432.54	11.38	14.23	14.80	17.07	19.92	22.77	28.46
At 18 yrs	504.63	13.28	16.60	17.26	19.92	23.24	26.56	33.20
At 19 yrs	576.72	15.18	18.97	19.73	22.77	26.56	30.35	37.94
20 yrs & over	720.90	18.97	23.71	24.66	28.46	33.20	37.94	47.43

**GRADE 2**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	341.47	8.99	11.23	11.68	13.48	15.73	17.97	22.47
At 16 yrs	379.41	9.98	12.48	12.98	14.98	17.47	19.97	24.96
At 17 yrs	455.29	11.98	14.98	15.58	17.97	20.97	23.96	29.95
At 18 yrs	531.17	13.98	17.47	18.17	20.97	24.46	27.96	34.95
At 19 yrs	607.06	15.98	19.97	20.77	23.96	27.96	31.95	39.94
20 yrs & over	758.82	19.97	24.96	25.96	29.95	34.95	39.94	49.92

**GRADE 3\* - STORE SERVICE ASSISTANT**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
772.65	20.33	25.42	26.43	30.50	35.58	40.67	50.83

**GRADE 3**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
785.66	20.68	25.84	26.88	31.01	36.18	41.35	51.69

**GRADE 3b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
805.24	21.19	26.49	27.55	31.79	37.08	42.38	52.98



**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2013**

**GRADE 4\* - STORE SERVICES OFFICER**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
805.83	21.21	26.51	27.57	31.81	37.11	42.41	53.02

**GRADE 4**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
824.82	21.71	27.13	28.22	32.56	37.99	43.41	54.26

**GRADE 5**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
865.98	22.79	28.49	29.63	34.18	39.88	45.58	56.97

**GRADE 5b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
891.96	23.47	29.34	30.51	35.21	41.08	46.95	58.68

**GRADE 5 - APPRENTICE^**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Year / Period 1	432.99	11.39	14.24	14.81	17.09	19.94	22.79	28.49
Year / Period 2	562.89	14.81	18.52	19.26	22.22	25.92	29.63	37.03
Year / Period 3	736.08	19.37	24.21	25.18	29.06	33.90	38.74	48.43
Year / Period 4	822.68	21.65	27.06	28.14	32.47	37.89	43.30	54.12
Trade Qualified	865.98	22.79	28.49	29.63	34.18	39.88	45.58	56.97

^Apprentices aged 25 years or older shall be paid the Grade 2 adult wage rate until such time as the wage rate prescribed here is higher. (Clause 3.3.2)

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2013**

**Penalty Rates for Permanent Employees**

MON-FRI	Midnight - 5:00 am	+ 30% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 30% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 25% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 100% Rate
SUNDAY	6:00 am - 9:00 pm	+ 50% Rate
	09:00 pm - Midnight	+ 75% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 150% Rate

**GRADE 1****CASUAL EMPLOYEES**

Age (yrs)	+ 20% Rate \$	+ 45% Rate \$	+ 50% Rate \$	+ 70% Rate \$	+ 95% Rate \$	+ 100% Rate \$	+ 120% Rate \$	+ 170% Rate \$
Under 16 yrs	10.24	12.38	12.81	14.51	16.65	17.07	18.78	23.05
At 16 yrs	11.38	13.75	14.23	16.13	18.50	18.97	20.87	25.61
At 17 yrs	13.66	16.50	17.07	19.35	22.20	22.77	25.04	30.73
At 18 yrs	15.94	19.26	19.92	22.58	25.90	26.56	29.22	35.86
At 19 yrs	18.21	22.01	22.77	25.80	29.59	30.35	33.39	40.98
20 yrs & over	22.77	27.51	28.46	32.25	36.99	37.94	41.74	51.22

**GRADE 2****CASUAL EMPLOYEES**

Age (yrs)	+ 20% Rate \$	+ 45% Rate \$	+ 50% Rate \$	+ 70% Rate \$	+ 95% Rate \$	+ 100% Rate \$	+ 120% Rate \$	+ 170% Rate \$
Under 16 yrs	10.78	13.03	13.48	15.28	17.52	17.97	19.77	24.26
At 16 yrs	11.98	14.48	14.98	16.97	19.47	19.97	21.97	26.96
At 17 yrs	14.38	17.37	17.97	20.37	23.36	23.96	26.36	32.35
At 18 yrs	16.77	20.27	20.97	23.76	27.26	27.96	30.75	37.74
At 19 yrs	19.17	23.16	23.96	27.16	31.15	31.95	35.15	43.13
20 yrs & over	23.96	28.95	29.95	33.95	38.94	39.94	43.93	53.92

**GRADE 3\* STORE SERVICE ASSISTANT****CASUAL EMPLOYEES**

+ 20% Rate \$	+ 45% Rate \$	+ 50% Rate \$	+ 70% Rate \$	+ 95% Rate \$	+ 100% Rate \$	+ 120% Rate \$	+ 170% Rate \$
24.40	29.48	30.50	34.57	39.65	40.67	44.73	54.90

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2013**

**GRADE 3**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
24.81	29.98	31.01	35.15	40.32	41.35	45.49	55.82

**GRADE 3b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.43	30.73	31.79	36.02	41.32	42.38	46.62	57.21

**GRADE 4\* STORE SERVICES OFFICER**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.45	30.75	31.81	36.05	41.35	42.41	46.65	57.26

**GRADE 4**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.05	31.47	32.56	36.90	42.33	43.41	47.75	58.61

**GRADE 5**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
27.35	33.04	34.18	38.74	44.44	45.58	50.14	61.53

**GRADE 5b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
28.17	34.04	35.21	39.90	45.77	46.95	51.64	63.38

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2013**

**Penalty Rates for Casual Employees**

MON-FRI	Midnight - 5:00 am	+ 50% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 50% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 45% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 120% Rate
SUNDAY	6:00 am - 9:00 pm	+ 70% Rate
	09:00 pm - Midnight	+ 95% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 170% Rate

**OTHER RATES**

	Extra Per Week (\$)	Extra Per Day (\$)	Extra Per Hour (\$)	Extra Per Km (\$)
Employee holding a Liquor licence	26.71			
Qualified First Aid Attendant			0.31	
FREEZER AND COLD ROOM ALLOWANCE <i>Primary Function - handling or loading goods into or out of freezer cabinets</i>				
- Full time Employees	10.77			
- Casual and Part Time Employees			0.28	
Meal Allowance	14.10			
Travel Allowance				0.74
Forklift			0.43	

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2013**

**GRADE 1**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	329.27	8.66	10.83	11.26	13.00	15.16	17.33	21.66
At 16 yrs	365.86	9.63	12.03	12.52	14.44	16.85	19.26	24.07
At 17 yrs	439.03	11.55	14.44	15.02	17.33	20.22	23.11	28.88
At 18 yrs	512.20	13.48	16.85	17.52	20.22	23.59	26.96	33.70
At 19 yrs	585.37	15.40	19.26	20.03	23.11	26.96	30.81	38.51
20 yrs & over	731.71	19.26	24.07	25.03	28.88	33.70	38.51	48.14

**GRADE 2**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	346.59	9.12	11.40	11.86	13.68	15.96	18.24	22.80
At 16 yrs	385.10	10.13	12.67	13.17	15.20	17.73	20.27	25.34
At 17 yrs	462.12	12.16	15.20	15.81	18.24	21.28	24.32	30.40
At 18 yrs	539.14	14.19	17.73	18.44	21.28	24.83	28.38	35.47
At 19 yrs	616.16	16.21	20.27	21.08	24.32	28.38	32.43	40.54
20 yrs & over	770.20	20.27	25.34	26.35	30.40	35.47	40.54	50.67

**GRADE 3\* - STORE SERVICE ASSISTANT**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
790.94	20.81	26.02	27.06	31.22	36.42	41.63	52.04

**GRADE 3**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
797.44	20.99	26.23	27.28	31.48	36.72	41.97	52.46

**GRADE 3b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
817.32	21.51	26.89	27.96	32.26	37.64	43.02	53.77

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2013**

**GRADE 4\* - STORE SERVICES OFFICER**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
827.70	21.78	27.23	28.32	32.67	38.12	43.56	54.45

**GRADE 4**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
837.19	22.03	27.54	28.64	33.05	38.55	44.06	55.08

**GRADE 5**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
878.97	23.13	28.91	30.07	34.70	40.48	46.26	57.83

**GRADE 5b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
905.33	23.82	29.78	30.97	35.74	41.69	47.65	59.56

**GRADE 5 - APPRENTICE<sup>^</sup>**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate</b>	<b>Hourly Rate</b>	<b>+ 25% Rate</b>	<b>+ 30% Rate</b>	<b>+ 50% Rate</b>	<b>+ 75% Rate</b>	<b>+ 100% Rate</b>	<b>+ 150% Rate</b>
<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Year / Period 1	439.49	11.57	14.46	15.04	17.35	20.24	23.13	28.91
Year / Period 2	571.33	15.04	18.79	19.55	22.55	26.31	30.07	37.59
Year / Period 3	747.12	19.66	24.58	25.56	29.49	34.41	39.32	49.15
Year / Period 4	835.02	21.97	27.47	28.57	32.96	38.45	43.95	54.94
Trade Qualified	878.97	23.13	28.91	30.07	34.70	40.48	46.26	57.83

<sup>^</sup>Apprentices aged 25 years or older shall be paid the Grade 2 adult wage rate until such time as the wage rate prescribed here is higher. (Clause 3.3.2)

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2013**

**Penalty Rates for Permanent Employees**

MON-FRI	Midnight - 5:00 am	+ 30% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 30% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 25% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 100% Rate
SUNDAY	6:00 am - 9:00 pm	+ 50% Rate
	09:00 pm - Midnight	+ 75% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 150% Rate

**GRADE 1****CASUAL EMPLOYEES**

Age (yrs)	+ 20% Rate \$	+ 45% Rate \$	+ 50% Rate \$	+ 70% Rate \$	+ 95% Rate \$	+ 100% Rate \$	+ 120% Rate \$	+ 170% Rate \$
Under 16 yrs	10.40	12.56	13.00	14.73	16.90	17.33	19.06	23.40
At 16 yrs	11.55	13.96	14.44	16.37	18.77	19.26	21.18	25.99
At 17 yrs	13.86	16.75	17.33	19.64	22.53	23.11	25.42	31.19
At 18 yrs	16.17	19.54	20.22	22.91	26.28	26.96	29.65	36.39
At 19 yrs	18.49	22.34	23.11	26.19	30.04	30.81	33.89	41.59
20 yrs & over	23.11	27.92	28.88	32.73	37.55	38.51	42.36	51.99

**GRADE 2****CASUAL EMPLOYEES**

Age (yrs)	+ 20% Rate \$	+ 45% Rate \$	+ 50% Rate \$	+ 70% Rate \$	+ 95% Rate \$	+ 100% Rate \$	+ 120% Rate \$	+ 170% Rate \$
Under 16 yrs	10.94	13.23	13.68	15.51	17.79	18.24	20.07	24.63
At 16 yrs	12.16	14.69	15.20	17.23	19.76	20.27	22.30	27.36
At 17 yrs	14.59	17.63	18.24	20.67	23.71	24.32	26.75	32.83
At 18 yrs	17.03	20.57	21.28	24.12	27.67	28.38	31.21	38.31
At 19 yrs	19.46	23.51	24.32	27.57	31.62	32.43	35.67	43.78
20 yrs & over	24.32	29.39	30.40	34.46	39.52	40.54	44.59	54.72

**GRADE 3\* STORE SERVICE ASSISTANT****CASUAL EMPLOYEES**

+ 20% Rate \$	+ 45% Rate \$	+ 50% Rate \$	+ 70% Rate \$	+ 95% Rate \$	+ 100% Rate \$	+ 120% Rate \$	+ 170% Rate \$
24.98	30.18	31.22	35.38	40.59	41.63	45.79	56.20

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2013**

**GRADE 3**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.18	30.43	31.48	35.67	40.92	41.97	46.17	56.66

**GRADE 3b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.81	31.19	32.26	36.56	41.94	43.02	47.32	58.07

**GRADE 4\* STORE SERVICES OFFICER**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.14	31.58	32.67	37.03	42.47	43.56	47.92	58.81

**GRADE 4**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.44	31.95	33.05	37.45	42.96	44.06	48.47	59.48

**GRADE 5**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
27.76	33.54	34.70	39.32	45.11	46.26	50.89	62.45

**GRADE 5b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
28.59	34.55	35.74	40.50	46.46	47.65	52.41	64.33



**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY  
PERIOD TO COMMENCE ON OR AFTER 1 JULY 2013**

**Penalty Rates for Casual Employees**

MON-FRI	Midnight - 5:00 am	+ 50% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 50% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 45% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 120% Rate
SUNDAY	6:00 am - 9:00 pm	+ 70% Rate
	09:00 pm - Midnight	+ 95% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 170% Rate

**OTHER RATES**

	<b>Extra Per Week (\$)</b>	<b>Extra Per Day (\$)</b>	<b>Extra Per Hour (\$)</b>	<b>Extra Per Km (\$)</b>
Employee holding a Liquor licence	27.11			
Qualified First Aid Attendant			0.32	
<b>FREEZER AND COLD ROOM ALLOWANCE</b> <i>Primary Function - handling or loading goods into or out of freezer cabinets</i>				
- Full time Employees	10.93			
- Casual and Part Time Employees			0.29	
Meal Allowance	14.32			
Travel Allowance				0.76
Forklift			0.43	

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2014**

**GRADE 1**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	334.21	8.80	10.99	11.43	13.19	15.39	17.59	21.99
At 16 yrs	371.35	9.77	12.22	12.70	14.66	17.10	19.54	24.43
At 17 yrs	445.61	11.73	14.66	15.24	17.59	20.52	23.45	29.32
At 18 yrs	519.88	13.68	17.10	17.79	20.52	23.94	27.36	34.20
At 19 yrs	594.15	15.64	19.54	20.33	23.45	27.36	31.27	39.09
20 yrs & over	742.69	19.54	24.43	25.41	29.32	34.20	39.09	48.86

**GRADE 2**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	351.79	9.26	11.57	12.03	13.89	16.20	18.52	23.14
At 16 yrs	390.88	10.29	12.86	13.37	15.43	18.00	20.57	25.72
At 17 yrs	469.06	12.34	15.43	16.05	18.52	21.60	24.69	30.86
At 18 yrs	547.23	14.40	18.00	18.72	21.60	25.20	28.80	36.00
At 19 yrs	625.41	16.46	20.57	21.40	24.69	28.80	32.92	41.15
20 yrs & over	781.76	20.57	25.72	26.74	30.86	36.00	41.15	51.43

**GRADE 3**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
809.41	21.30	26.63	27.69	31.95	37.28	42.60	53.25

**GRADE 3b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
829.58	21.83	27.29	28.38	32.75	38.20	43.66	54.58

**GRADE 4**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
849.75	22.36	27.95	29.07	33.54	39.13	44.72	55.90

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2014**

**GRADE 5**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
892.15	23.48	29.35	30.52	35.22	41.09	46.96	58.69

**GRADE 5b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
918.91	24.18	30.23	31.44	36.27	42.32	48.36	60.45

**GRADE 5 - APPRENTICE<sup>^</sup>**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Year / Period 1	446.08	11.74	14.67	15.26	17.61	20.54	23.48	29.35
Year / Period 2	579.90	15.26	19.08	19.84	22.89	26.71	30.52	38.15
Year / Period 3	758.33	19.96	24.94	25.94	29.93	34.92	39.91	49.89
Year / Period 4	847.54	22.30	27.88	28.99	33.46	39.03	44.61	55.76
Trade Qualified	892.15	23.48	29.35	30.52	35.22	41.09	46.96	58.69

<sup>^</sup>Apprentices aged 25 years or older shall be paid the Grade 2 adult wage rate until such time as the wage rate prescribed here is higher. (Clause 3.3.2)

**Penalty Rates for Permanent Employees**

MON-FRI	Midnight - 5:00 am	+ 30% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 30% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 25% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 100% Rate
SUNDAY	6:00 am - 9:00 pm	+ 50% Rate
	09:00 pm - Midnight	+ 75% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 150% Rate

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2014**

**GRADE 1**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	10.55	12.75	13.19	14.95	17.15	17.59	19.35	23.75
At 16 yrs	11.73	14.17	14.66	16.61	19.06	19.54	21.50	26.39
At 17 yrs	14.07	17.00	17.59	19.94	22.87	23.45	25.80	31.66
At 18 yrs	16.42	19.84	20.52	23.26	26.68	27.36	30.10	36.94
At 19 yrs	18.76	22.67	23.45	26.58	30.49	31.27	34.40	42.22
20 yrs & over	23.45	28.34	29.32	33.23	38.11	39.09	43.00	52.77

**GRADE 2**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	11.11	13.42	13.89	15.74	18.05	18.52	20.37	25.00
At 16 yrs	12.34	14.92	15.43	17.49	20.06	20.57	22.63	27.77
At 17 yrs	14.81	17.90	18.52	20.98	24.07	24.69	27.16	33.33
At 18 yrs	17.28	20.88	21.60	24.48	28.08	28.80	31.68	38.88
At 19 yrs	19.75	23.86	24.69	27.98	32.09	32.92	36.21	44.44
20 yrs & over	24.69	29.83	30.86	34.97	40.12	41.15	45.26	55.55

**GRADE 3**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.56	30.89	31.95	36.21	41.54	42.60	46.86	57.51

**GRADE 3b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.20	31.66	32.75	37.11	42.57	43.66	48.03	58.94

**GRADE 4**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.83	32.42	33.54	38.02	43.61	44.72	49.20	60.38

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2014**

**GRADE 5**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
28.17	34.04	35.22	39.91	45.78	46.96	51.65	63.39

**GRADE 5b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
29.02	35.06	36.27	41.11	47.15	48.36	53.20	65.29

**Penalty Rates for Casual Employees**

MON-FRI	Midnight - 5:00 am	+ 50% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 50% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 45% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 120% Rate
SUNDAY	6:00 am - 9:00 pm	+ 70% Rate
	09:00 pm - Midnight	+ 95% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 170% Rate

**OTHER RATES**

	<b>Extra Per Week (\$)</b>	<b>Extra Per Day (\$)</b>	<b>Extra Per Hour (\$)</b>	<b>Extra Per Km (\$)</b>
Employee holding a Liquor licence	27.52			
Qualified First Aid Attendant			0.32	
<b>FREEZER AND COLD ROOM ALLOWANCE</b> <i>Primary Function - handling or loading goods into or out of freezer cabinets</i>				
- Full time Employees	11.09			
- Casual and Part Time Employees			0.29	
Meal Allowance	14.53			
Travel Allowance				0.76
Forklift			0.44	

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2014**

**GRADE 1**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	339.22	8.93	11.16	11.61	13.39	15.62	17.85	22.32
At 16 yrs	376.92	9.92	12.40	12.89	14.88	17.36	19.84	24.80
At 17 yrs	452.30	11.90	14.88	15.47	17.85	20.83	23.81	29.76
At 18 yrs	527.68	13.89	17.36	18.05	20.83	24.30	27.77	34.72
At 19 yrs	603.06	15.87	19.84	20.63	23.81	27.77	31.74	39.68
20 yrs & over	753.83	19.84	24.80	25.79	29.76	34.72	39.68	49.59

**GRADE 2**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	357.07	9.40	11.75	12.22	14.09	16.44	18.79	23.49
At 16 yrs	396.74	10.44	13.05	13.57	15.66	18.27	20.88	26.10
At 17 yrs	476.09	12.53	15.66	16.29	18.79	21.93	25.06	31.32
At 18 yrs	555.44	14.62	18.27	19.00	21.93	25.58	29.23	36.54
At 19 yrs	634.78	16.70	20.88	21.72	25.06	29.23	33.41	41.76
20 yrs & over	793.48	20.88	26.10	27.15	31.32	36.54	41.76	52.20

**GRADE 3**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
821.55	21.62	27.02	28.11	32.43	37.83	43.24	54.05

**GRADE 3b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
842.02	22.16	27.70	28.81	33.24	38.78	44.32	55.40

**GRADE 4**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
862.50	22.70	28.37	29.51	34.05	39.72	45.39	56.74

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2014**

**GRADE 5**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
905.53	23.83	29.79	30.98	35.74	41.70	47.66	59.57

**GRADE 5b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
932.70	24.54	30.68	31.91	36.82	42.95	49.09	61.36

**GRADE 5 - APPRENTICE<sup>^</sup>**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Year / Period 1	452.77	11.91	14.89	15.49	17.87	20.85	23.83	29.79
Year / Period 2	588.59	15.49	19.36	20.14	23.23	27.11	30.98	38.72
Year / Period 3	769.70	20.26	25.32	26.33	30.38	35.45	40.51	50.64
Year / Period 4	860.25	22.64	28.30	29.43	33.96	39.62	45.28	56.60
Trade Qualified	905.53	23.83	29.79	30.98	35.74	41.70	47.66	59.57

<sup>^</sup>Apprentices aged 25 years or older shall be paid the Grade 2 adult wage rate until such time as the wage rate prescribed here is higher. (Clause 3.3.2)

**Penalty Rates for Permanent Employees**

MON-FRI	Midnight - 5:00 am	+ 30% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 30% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 25% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 100% Rate
SUNDAY	6:00 am - 9:00 pm	+ 50% Rate
	09:00 pm - Midnight	+ 75% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 150% Rate

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2014**

**GRADE 1**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	10.71	12.94	13.39	15.18	17.41	17.85	19.64	24.10
At 16 yrs	11.90	14.38	14.88	16.86	19.34	19.84	21.82	26.78
At 17 yrs	14.28	17.26	17.85	20.23	23.21	23.81	26.19	32.14
At 18 yrs	16.66	20.14	20.83	23.61	27.08	27.77	30.55	37.49
At 19 yrs	19.04	23.01	23.81	26.98	30.95	31.74	34.91	42.85
20 yrs & over	23.81	28.76	29.76	33.72	38.68	39.68	43.64	53.56

**GRADE 2**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	11.28	13.62	14.09	15.97	18.32	18.79	20.67	25.37
At 16 yrs	12.53	15.14	15.66	17.75	20.36	20.88	22.97	28.19
At 17 yrs	15.03	18.17	18.79	21.30	24.43	25.06	27.56	33.83
At 18 yrs	17.54	21.19	21.93	24.85	28.50	29.23	32.16	39.47
At 19 yrs	20.05	24.22	25.06	28.40	32.57	33.41	36.75	45.10
20 yrs & over	25.06	30.28	31.32	35.50	40.72	41.76	45.94	56.38

**GRADE 3**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
25.94	31.35	32.43	36.75	42.16	43.24	47.56	58.37

**GRADE 3b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.59	32.13	33.24	37.67	43.21	44.32	48.75	59.83

**GRADE 4**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
27.24	32.91	34.05	38.59	44.26	45.39	49.93	61.28



**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JULY 2014**

**GRADE 5**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
28.60	34.55	35.74	40.51	46.47	47.66	52.43	64.34

**GRADE 5b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
29.45	35.59	36.82	41.73	47.86	49.09	54.00	66.27

**Penalty Rates for Casual Employees**

MON-FRI	Midnight - 5:00 am	+ 50% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 50% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 45% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 120% Rate
SUNDAY	6:00 am - 9:00 pm	+ 70% Rate
	09:00 pm - Midnight	+ 95% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 170% Rate

**OTHER RATES**

	<b>Extra Per Week (\$)</b>	<b>Extra Per Day (\$)</b>	<b>Extra Per Hour (\$)</b>	<b>Extra Per Km (\$)</b>
Employee holding a Liquor licence	27.93			
Qualified First Aid Attendant			0.33	
FREEZER AND COLD ROOM ALLOWANCE <i>Primary Function - handling or loading goods into or out of freezer cabinets</i>				
- Full time Employees	11.26			
- Casual and Part Time Employees			0.30	
Meal Allowance	14.75			
Travel Allowance				0.79
Forklift			0.45	

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2015**

**GRADE 1**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	344.31	9.06	11.33	11.78	13.59	15.86	18.12	22.65
At 16 yrs	382.57	10.07	12.58	13.09	15.10	17.62	20.14	25.17
At 17 yrs	459.08	12.08	15.10	15.71	18.12	21.14	24.16	30.20
At 18 yrs	535.60	14.09	17.62	18.32	21.14	24.67	28.19	35.24
At 19 yrs	612.11	16.11	20.14	20.94	24.16	28.19	32.22	40.27
20 yrs & over	765.14	20.14	25.17	26.18	30.20	35.24	40.27	50.34

**GRADE 2**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
Under 16 yrs	362.43	9.54	11.92	12.40	14.31	16.69	19.08	23.84
At 16 yrs	402.70	10.60	13.25	13.78	15.90	18.55	21.19	26.49
At 17 yrs	483.23	12.72	15.90	16.53	19.08	22.25	25.43	31.79
At 18 yrs	563.77	14.84	18.55	19.29	22.25	25.96	29.67	37.09
At 19 yrs	644.31	16.96	21.19	22.04	25.43	29.67	33.91	42.39
20 yrs & over	805.39	21.19	26.49	27.55	31.79	37.09	42.39	52.99

**GRADE 3**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
833.87	21.94	27.43	28.53	32.92	38.40	43.89	54.86

**GRADE 3b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
854.65	22.49	28.11	29.24	33.74	39.36	44.98	56.23

**GRADE 4**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate \$</b>	<b>Hourly Rate \$</b>	<b>+ 25% Rate \$</b>	<b>+ 30% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 75% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 150% Rate \$</b>
875.43	23.04	28.80	29.95	34.56	40.32	46.08	57.59

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2015**

**GRADE 5**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b> <b>\$</b>	<b>Hourly Rate</b> <b>\$</b>	<b>+ 25% Rate</b> <b>\$</b>	<b>+ 30% Rate</b> <b>\$</b>	<b>+ 50% Rate</b> <b>\$</b>	<b>+ 75% Rate</b> <b>\$</b>	<b>+ 100% Rate</b> <b>\$</b>	<b>+ 150% Rate</b> <b>\$</b>
919.12	24.19	30.23	31.44	36.28	42.33	48.37	60.47

**GRADE 5b**

<b>FULL TIME AND PART TIME EMPLOYEES</b>							
<b>Weekly Rate</b> <b>\$</b>	<b>Hourly Rate</b> <b>\$</b>	<b>+ 25% Rate</b> <b>\$</b>	<b>+ 30% Rate</b> <b>\$</b>	<b>+ 50% Rate</b> <b>\$</b>	<b>+ 75% Rate</b> <b>\$</b>	<b>+ 100% Rate</b> <b>\$</b>	<b>+ 150% Rate</b> <b>\$</b>
946.69	24.91	31.14	32.39	37.37	43.60	49.83	62.28

**GRADE 5 - APPRENTICE<sup>^</sup>**

<b>FULL TIME AND PART TIME EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>Weekly Rate</b> <b>\$</b>	<b>Hourly Rate</b> <b>\$</b>	<b>+ 25% Rate</b> <b>\$</b>	<b>+ 30% Rate</b> <b>\$</b>	<b>+ 50% Rate</b> <b>\$</b>	<b>+ 75% Rate</b> <b>\$</b>	<b>+ 100% Rate</b> <b>\$</b>	<b>+ 150% Rate</b> <b>\$</b>
Year / Period 1	459.56	12.09	15.12	15.72	18.14	21.16	24.19	30.23
Year / Period 2	597.43	15.72	19.65	20.44	23.58	27.51	31.44	39.30
Year / Period 3	781.25	20.56	25.70	26.73	30.84	35.98	41.12	51.40
Year / Period 4	873.16	22.98	28.72	29.87	34.47	40.21	45.96	57.45
Trade Qualified	919.12	24.19	30.23	31.44	36.28	42.33	48.37	60.47

<sup>^</sup>Apprentices aged 25 years or older shall be paid the Grade 2 adult wage rate until such time as the wage rate prescribed here is higher. (Clause 3.3.2)

**Penalty Rates for Permanent Employees**

MON-FRI	Midnight - 5:00 am	+ 30% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 30% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 25% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 100% Rate
SUNDAY	6:00 am - 9:00 pm	+ 50% Rate
	09:00 pm - Midnight	+ 75% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 150% Rate

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2015**

**GRADE 1**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	10.87	13.14	13.59	15.40	17.67	18.12	19.93	24.46
At 16 yrs	12.08	14.60	15.10	17.11	19.63	20.14	22.15	27.18
At 17 yrs	14.50	17.52	18.12	20.54	23.56	24.16	26.58	32.62
At 18 yrs	16.91	20.44	21.14	23.96	27.48	28.19	31.01	38.06
At 19 yrs	19.33	23.36	24.16	27.38	31.41	32.22	35.44	43.49
20 yrs & over	24.16	29.20	30.20	34.23	39.26	40.27	44.30	54.37

**GRADE 2**

<b>CASUAL EMPLOYEES</b>								
<b>Age (yrs)</b>	<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
Under 16 yrs	11.45	13.83	14.31	16.21	18.60	19.08	20.98	25.75
At 16 yrs	12.72	15.37	15.90	18.02	20.66	21.19	23.31	28.61
At 17 yrs	15.26	18.44	19.08	21.62	24.80	25.43	27.98	34.34
At 18 yrs	17.80	21.51	22.25	25.22	28.93	29.67	32.64	40.06
At 19 yrs	20.35	24.59	25.43	28.82	33.06	33.91	37.30	45.78
20 yrs & over	25.43	30.73	31.79	36.03	41.33	42.39	46.63	57.23

**GRADE 3**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.33	31.82	32.92	37.30	42.79	43.89	48.28	59.25

**GRADE 3b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
26.99	32.61	33.74	38.23	43.86	44.98	49.48	60.73

**GRADE 4**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
27.65	33.40	34.56	39.16	44.92	46.08	50.68	62.20

**THE FOLLOWING RATES ARE PAYABLE FROM THE FIRST COMPLETE PAY PERIOD TO COMMENCE ON OR AFTER 1 JANUARY 2015**

**GRADE 5**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
29.02	35.07	36.28	41.12	47.17	48.37	53.21	65.31

**GRADE 5b**

<b>CASUAL EMPLOYEES</b>							
<b>+ 20% Rate \$</b>	<b>+ 45% Rate \$</b>	<b>+ 50% Rate \$</b>	<b>+ 70% Rate \$</b>	<b>+ 95% Rate \$</b>	<b>+ 100% Rate \$</b>	<b>+ 120% Rate \$</b>	<b>+ 170% Rate \$</b>
29.90	36.12	37.37	42.35	48.58	49.83	54.81	67.26

**Penalty Rates for Casual Employees**

MON-FRI	Midnight - 5:00 am	+ 50% Rate
FRI-SAT	Midnight FRI - 5:00 am SAT	+ 50% Rate
SATURDAY	10:00 pm - Midnight SAT	+ 45% Rate
SAT-SUN	Midnight SAT - 6:00 am SUN	+ 120% Rate
SUNDAY	6:00 am - 9:00 pm	+ 70% Rate
	09:00 pm - Midnight	+ 95% Rate
MON-SAT	First two hours of overtime	+ 50% Rate
	After first two hours of overtime	+ 100% Rate
SUNDAY	Overtime (minimum payment for 3 hrs)	+ 100% Rate
Public holidays	All Hours (minimum payment for 3 hrs)	+ 170% Rate

**OTHER RATES**

	<b>Extra Per Week (\$)</b>	<b>Extra Per Day (\$)</b>	<b>Extra Per Hour (\$)</b>	<b>Extra Per Km (\$)</b>
Employee holding a Liquor licence	28.35			
Qualified First Aid Attendant			0.33	
FREEZER AND COLD ROOM ALLOWANCE <i>Primary Function - handling or loading goods into or out of freezer cabinets</i>				
- Full time Employees	11.43			
- Casual and Part Time Employees			0.30	
Meal Allowance	14.97			
Travel Allowance				0.79
Forklift			0.45	

# SDA members get loads of extras just by being part of the Union.

## Something for everyone

- FREE** Enterprise bargaining – looking after your pay and conditions
- FREE** Website – a mountain of information at your fingertips
- FREE** InfoNet – up to date info on your specific pay and conditions
- FREE** Union magazine – news and stories sent to you four times a year
- FREE** Union publications – information when you need it
- FREE** Delegate training seminars – know your rights at work

## If you need help

- FREE** Help with issues at work including health and safety, bullying, unfair treatment, not being paid properly, working hours and rosters
- FREE** Workers' compensation advice
- FREE** Industrial advice
- FREE** Social welfare referral
- FREE** Women's bureau
- FREE** Legal referral
- FREE** Mortality benefits
- FREE** Financial advice referral

## Leisure

- FREE** *entertainment*™ vouchers
- FREE** Music, DVD, movie and concert competitions
- DISCOUNT** Movie tickets
- DISCOUNT** Entry to theme parks and other attractions
- DISCOUNT** Accommodation

## A learning experience

- FREE** Textbook vouchers
- FREE** Tertiary Education Assistance Program
- FREE** AFS Student Exchange scholarships
- DISCOUNT** Adult education

## Your home and lifestyle

- FREE** \$40,000 accident insurance
- DISCOUNT** Hospital television rental
- DISCOUNT** Insurance
- DISCOUNT** Tax return preparation
- DISCOUNT** Members Equity Bank products
- DISCOUNT** Car hire and buying services
- DISCOUNT** Driving lessons
- SPECIAL** Health insurance rates

## **If you need to contact us...**

- **Our office hours are:** Mon–Fri: 8.00am to 5.30pm  
(except on public holidays) Saturday: 8.30am to 5.00pm
- **Phone us on 131 SDA (that's 131 732)**
- **Our street address is Level 3, 8 Quay Street, Sydney NSW 2000**
- **Our postal address is PO Box K230, Haymarket NSW 1240**
- **E-mail [secretary@sdansw.asn.au](mailto:secretary@sdansw.asn.au)**
- **Visit our website at [www.sdansw.org.au](http://www.sdansw.org.au)**

