

# ENTERPRISE AGREEMENT

NO: E.A. 213 /1994

DATE REGISTERED: 29-6-94

PRICE: \$ 64 - 00

**WOOLWORTHS BROKEN HILL SUPERMARKET  
ENTERPRISE AGREEMENT**

**CLAUSE 1                      ARRANGEMENT**

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**CLAUSE 2            TITLE**

This Agreement was made on the 13th day of May, 1994 between; Woolworths (SA) Limited ACN 007873118 (Woolworths) and; the Woolworths Broken Hill Supermarket employees. This Agreement shall be known as the Woolworths Broken Hill Supermarket Enterprise Agreement.

**CLAUSE 3            SCOPE AND PERSONS BOUND**

The parties bound by this Agreement are Woolworths as the employer and the employees, whose classifications appear in Clause 22, from time to time of Woolworths in its Supermarket in the city of Broken Hill.

**CLAUSE 4            DURATION OF AGREEMENT**

This Agreement shall operate on and from the date of registration and shall remain in force for a period of two years.

**CLAUSE 5            HOURS OF WORK**

a.    Spread Of Hours and Penalties

The hours of work shall not exceed thirty-eight (38) per week. The calculation of the hourly rate shall be one thirty-eighth (1/38th) of the agreement rate applicable.

- (i)    The ordinary hours of work for employees (other than Bakers and Apprentice Bakers) shall be between the hours of 5.00am to 10.00pm Monday to Friday and between the hours of 5.00am to 6.00pm Saturday and Sunday.
- (ii)   Notwithstanding the above, the ordinary hours of work for the liquor department shall be from 5.00am to 9.00pm on Saturdays.
- (iii)   A 20% loading will apply to all ordinary hours worked between 6.00pm and 10.00pm Monday to Friday where the ordinary hours fall within an employees 38 hour week.

A 20% loading will apply to all ordinary hours worked between 5.00am and 6.00pm Saturday (9.00pm in the case of the liquor department) where the ordinary hours fall within an employees 38 hour week.

A 50% loading will apply to all ordinary hours worked between 5.00am and 6.00pm on a Sunday where the ordinary hours fall within an employees 38 hour week.

b. Hours of work for Bakers and Apprentice Bakers

- (i) The ordinary hours of work shall be between the hours of 10.00pm (preceding night) and 6.00pm Monday to Saturday and between the hours of 12.00 midnight and 5.00pm Sunday.
- (ii) Shift work means work performed when an employee commences ordinary hours between 10.00pm (preceding night) and 5.00am Monday to Sunday. An employee who works shift work shall be paid the following penalties:
  - . a 25% shift penalty for all ordinary hours worked on any shift Monday to Friday inclusive.
  - . a 40% shift penalty for any shift commencing between 10.00pm Friday and 5.00am Saturday.
  - . a 70% shift penalty for any shift commencing between 12 midnight Saturday and 5.00am Sunday.

c. Limit of Ordinary Hours

Ordinary hours shall not exceed:

- (i)
  - . 10 hours on any day of the week
  - . 84 hours in any 2 week period
  - . 152 hours in any 4 week period
- (ii) No fulltime or part-time employee shall work more than 20 ordinary time starts in any period of 4 consecutive weeks. No fulltime or part-time employee shall work more than 11 ordinary time starts in any period of 2 consecutive weeks. Where an employee works on 6 consecutive ordinary time starts in a week, the employee shall be allowed two consecutive days off work unless otherwise agreed between the employer and the employee.

**CLAUSE 6**                    **SAVINGS PROVISION**

All extended trading hours will be voluntary for existing employees as at the commencement of this Agreement, with the following exceptions:

- . casual employees can be required to work during the extended trading hours.
- . all employees can be required to work at least one late night and one Saturday in each two (2) week period.

**CLAUSE 7**      **OVERTIME**

- a. The payment of overtime, i.e. time worked outside the ordinary hours or shift, shall be at the rate of time and a half for the first three hours and double time thereafter. Each day's overtime stands alone.
- b. Provided that employees shall attend to any customer who may be in a shop at closing time and shall put away any goods without payment of overtime for the first 10 minutes; should the 10 minutes be exceeded the employee shall be paid for the full overtime worked.
- c. Balancing of registers etc. will be paid at overtime rates.
- d. Where an employer and employee mutually agree in writing, the employee may be allowed time off in lieu of payment for overtime. Such time off in lieu of payment for overtime may be accumulated and taken off work at a mutually agreed time. Time off work in lieu of payment for overtime must be taken at a time when the employee would otherwise be obliged to work. An employee taking time off work in lieu of payment for overtime must be permitted to take that time off work without loss of pay for the ordinary hours that the employee would otherwise be obliged to work but for the operation of this provision. In taking time off in lieu of payment for overtime, the employee must be permitted to be absent from work for the number of hours for which the employee would otherwise have been entitled to be paid for the overtime worked.

**CLAUSE 8**      **PUBLIC HOLIDAYS**

- a. The following shall be recognised public holidays:  
New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Christmas Day and Boxing Day.
- b. If an employee (other than a casual employee) is not required by the employer to work any part of the employee's ordinary hours on a public holiday, the employee is entitled to be absent from work on that public holiday. An employee absent from work on a public holiday in accordance with this clause must be paid the appropriate wages for the number of ordinary hours that the employee would have worked if it had not been a public holiday.
- c. When a holiday falls on a non-working day and a holiday has not been substituted in lieu thereof by Government Legislation, a day shall be added to and be continuous with the employees' annual leave.
- d. Any employee required to work on any such holiday shall be paid at the rate of double time.

- e. Employees shall not be entitled to the benefits provided by this clause in respect of any public holiday if they absent themselves from their work without reasonable excuse either on the working day before or the working day after such holiday. Where two or more public holidays fall together and an employee absents himself/herself from work without reasonable excuse on both the working day before and the working day after such holiday he/she will lose the benefits of this clause in respect of all such holiday, but when he/she is absent without reasonable excuse on one day only (before or after such holiday) he/she shall lose such benefits only in respect of one public holiday.

#### **CLAUSE 9            SICK LEAVE**

- a. Fulltime and part-time employees shall be entitled to be paid wages whilst absent from work after three months service through personal sickness, provided the employee furnishes a certificate stating details of illness from a duly qualified Medical Practitioner or other satisfactory proof to the employer, that he/she is unable to follow their usual occupation or is an inmate of a hospital.

Payment for any absence on sick leave in accordance with this clause during the first three months of employment may be withheld by the employer until the employee completes such three months service.

- b. In the event of any employee losing time following injury from any sporting activity, and he/she is in receipt of compensation from a sporting body, sick leave payments will be reduced by the amount of such compensation received from the sporting body.
- c. Sick leave benefit shall be limited to two weeks in any one year of service and shall be cumulative from year to year.
- d. Where an employee who is eligible for sick leave produces a satisfactory medical certificate to the effect that he/she has been incapacitated for a period of one week or more whilst on annual leave or one month or more whilst on long service leave then he/she may be re-credited with annual leave or long service leave as the case may be, for the period for which sick leave is available, and his/her sick leave credit shall be reduced by an equivalent period. Provided that no such re-credit shall be granted to an employee on leave prior to retirement, resignation or termination of service.

#### **CLAUSE 10            MEAL BREAKS**

No employee shall work more than five hours without a break. All employees who work more than five hours in any one day shall be given an unpaid meal break of between 30 and 60 minutes.

**CLAUSE 11      REST PAUSE**

When and where it can be arranged conveniently by the employer each employee shall be allowed a rest pause of 10 minutes either in the morning or afternoon, Monday to Sunday, at a time indicated by the employer.

**CLAUSE 12      OVERTIME MEAL BREAKS**

- a. When working overtime, i.e. time worked outside the ordinary hours or shift, employees shall not work more than four hours continuously without being allowed thirty minutes for a meal break at overtime rates, provided that where overtime is worked immediately preceding or following the ordinary hours or shift in excess of one and one half hours the employee shall be entitled to meal break of thirty minutes at overtime rates.
- b. An employee required to work overtime in excess of one and one half hours shall either be supplied with a meal by the employer or paid \$7.20.
- c. If an employee has provided a meal and is not required to work overtime or is required to work less than the time advised, he/she shall be paid \$7.20 for the meal so provided.

**CLAUSE 13      ANNUAL LEAVE**

- a. Each fulltime and part-time employee after twelve months service in any one establishment of one employer shall be granted five (5) weeks holidays on full pay.
- b. Employees who leave the service of any establishment of one employer or is put off before the expiration of twelve months service shall receive proportionate payment accordingly, and in conformity with the Annual Holiday Act, N.S.W.
- c. Holidays may be taken in one or two separate periods, and in the case of two periods being agreed upon the definite commencing dates for each period shall be agreed upon prior to the commencement of the first period of leave being taken.
- d. All other provisions as per the Annual Holidays Act 1944 shall apply.

**CLAUSE 14      ANNUAL LEAVE LOADING**

- a. Employees shall be granted an annual leave loading of 17 1/2% on their holiday pay.



- b. The loading is payable on annual leave only, on the completion of a year of employment. Any day added to annual leave in lieu of a public holiday does not attract the loading.
- c. The loading is to be calculated on the agreement rate of pay applicable immediately before the employee proceeds on leave. The agreement rate of pay is the rate for ordinary hours of work for the employees classification prescribed by the agreement. In addition it will include where applicable leading hand allowances, supervisors allowances, and exclude any other allowances, over-award payments, overtime rates, penalty rates, commission, bonuses, incentive payments or any other such payments.
- d. Where annual leave is taken prior to the completion of a twelve month qualifying period, the loading is NOT PAID at the time the employee proceeds on leave. For such period taken in advance the loading becomes payable if and when the employee remains in employment until he/she completes the year of employment for which leave was granted in advance. The payment of the loading is then calculated at the agreement rate of pay applicable when the twelve months qualifying period is completed and not at the agreement rate applicable when leave was taken in advance.
- e. Loading is payable in respect of employees who have completed at least 75% of one years service at the time of retirement having reached 60 years of age or more and is required by the employer to retire.
- f. Where the employer terminates employment for misconduct no loading is payable in respect of leave for complete or incomplete years of employment.

**CLAUSE 15                    ACCOMMODATION AND MISCELLANEOUS PROVISIONS**

Employers shall provide suitable dressing rooms, dining room, toilets and washing facilities for use by all employees.

**CLAUSE 16                    TERMINATION OF EMPLOYMENT**

a. Notice of Termination by Employer

(i) In order to terminate the employment of an employee the employer shall give the employee the following notice:

| Period of<br>Continuous Service | Period of<br>Notice |
|---------------------------------|---------------------|
| Less than 1 year                | 1 week              |
| 1 Year and less than 3 years    | 2 weeks             |
| 3 years and less than 5 years   | 3 weeks             |
| 5 years and over                | 4 weeks             |

- (ii) In addition to the notice in subparagraph (i) above, employees over 45 years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to additional notice of one week.
- (iii) Payment in lieu of the notice prescribed in subparagraphs (i) and/or (ii) hereof shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iv) 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 employment not been terminated shall be used.
- (v) The period of notice in this clause shall not apply in the case of dismissal for conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

b. Notice of Termination by Employee

In order to terminate employment an employee shall give the employer the following notice:

| Period of<br>Continuous Service | Period of<br>Notice |
|---------------------------------|---------------------|
| Less than 1 year                | 1 week              |
| 1 year and over                 | 2 weeks             |

c. Time Off During Notice Period

Where an employer has given notice of termination to an employee, the 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 employer.

d. Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

e. Payment In Lieu

If an employer makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of computing any service-related entitlement of the

employee arising pursuant to this award.

- f. Where the employment of an employee is terminated in accordance with the notice prescribed in subparagraph (b), the employer and employee may by mutual agreement waive the whole or part of the period of notice.

Nothing in this clause shall prevent an employee terminating employment if the employee has been given notice of termination by the employer.

- g. Notice of termination may be given at any time but the termination of employment shall take effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the wages appropriate to the notice period.

## CLAUSE 17            INTRODUCTION OF CHANGE

### a.    Notification of Intended Changes

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

### b.    Consultation with Employees and their Union

- (i) The employer shall discuss with the employees affected and their Union, among other things, the introduction of the changes referred to in subclause (a) (i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) (i) hereof.
- (iii) For the purposes of such discussion, the employer shall provide in writing to

the employees concerned and their 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 but any employer shall not be required to disclose confidential information disclosure of which, when looked at objectively, would be inimical to the employer's interests.

## **CLAUSE 18            REDUNDANCY**

**Redundancy** in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone.

### **a.    Discussions before Terminations**

- (i) Where an employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected and with their Union. Discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimise the terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.
- (ii) For the purposes of discussion the employer shall as soon as practicable provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reason 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. An employer shall not be required to disclose confidential information the disclosure of which, when looked at objectively, would be inimical to the employer's interests.

### **b.    Period of Notice of Termination of Redundancy**

- (i) If the services of an employee are to be terminated due to redundancy such employee shall be given notice of termination as prescribed by Clause 16 of this Agreement but employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is engaged shall be given not less than 3 months' notice of termination.
- (ii) Should the employer fail to give notice of termination as required in subclause (b) (i) herein the employer shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the employer

for the purposes of Long Service Leave.

c. Notification to Commonwealth Employment Service

Where a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy, the employer shall notify the Commonwealth Employment Service thereof as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

d. Severance Pay

- (i) In addition to the periods of notice prescribed for termination in subclause (b) (i) hereof, an employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service.

| Period of Continuous Service  | Severance Pay |
|-------------------------------|---------------|
| Less than 1 year              | Nil           |
| 1 year and less than 2 years  | 4 weeks pay   |
| 2 years and less than 3 years | 6 weeks pay   |
| 3 years and less than 4 years | 7 weeks pay   |
| 4 years and over              | 8 weeks pay   |

- (ii) **Week's pay** means the ordinary time rate of pay for the employee concerned.
- (iii) The severance payment shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- (iv) An employer may apply to the Commission for an order allowing the off-setting of all or part of an employee's entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which the employer has made to a superannuation scheme and which are paid or payable to the employee on redundancy occurring.

e. Time Off During Notice Period

- (i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee

shall, at the request of the employer, 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.

f. Alternative Employment

An employer in a particular redundancy case may make application to the Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

g. Employee Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of notice. In these circumstances the employee shall not be entitled to payment in lieu of notice.

h. Written Notice

The employer shall, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (i) The date and time of the proposed termination of the employee's employment;
- (ii) Details of the monetary entitlements of the employee upon the termination of employment including the manner and method by which those entitlements have been calculated;
- (iii) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment, and;
- (iv) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

i. Payment in Lieu Treated as Service

If an employer makes payment in lieu for all or any of the period of notice prescribed by subclause (b) (i) hereof, then the period for which such payment is made shall be treated as service for the purposes of computing any service-related entitlements of the employee arising pursuant to this Agreement and shall be deemed to be service with the employer for the purposes of Long Service Leave.

j. Transfer to Lower Paid Duties

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if the employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks notice still owing.

k. Employees with Less than One Year of Service

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

l. Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

m. Incapacity to Pay

An employer may apply to the Commission for an order to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

**CLAUSE 19**            **TRANSMISSION**

a. Transmission of Business

This clause shall have effect where a business, undertaking or establishment, or any part thereof, has, whether before or after the commencement of this clause, been transmitted from an employer (hereinafter referred to as **the transmittor**) to another employer (hereinafter called **the transmittee**). In this clause, **transmission** means, without limiting its ordinary meaning, including transfer, conveyance, assignment or succession, whether by agreement or operation of law and **transmitted** has a corresponding meaning.

b. Acceptance of Employment with Transmittee

- (i) Subject to further order of the Commission where a person who at the time of the transmission was an employee of the transmittor in that business,

undertaking, establishment, or part thereof becomes an employee of the transmittee:

- (ii) the period of service which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payments; and
- (iii) the provisions of subparagraphs under Clause 18 Redundancy shall not apply in respect of the termination of the employee's employment with the transmitter.

c. Offer of Employment with the Transmittee

Where a person who at the time of the transmission was an employee of the transmitter in that business, undertaking, establishment or part thereof is offered employment by the transmittee, the provisions of subparagraphs under Clause 18 Redundancy shall not apply in respect of the termination of the employee's employment with the transmitter so long as:

- (i) the offer is made before the transmission of the business, undertaking, establishment or part thereof; and
- (ii) the terms and conditions of the new employment offered:
- (iii) are not substantially different from those applying to the employment with the transmitter; or
- (iv) are substantially different, but the offer constitutes an offer of suitable employment in relation to the employee; and
- (v) the employee unreasonably refuses to accept the offer.

**CLAUSE 20**      **GENERAL PROVISIONS (TERMINATION, CHANGE AND REDUNDANCY)**

a. Continuity of Service

For the purpose of Clauses 16, 17, 18 and 19 of this Agreement **service** means continuous service, but an employee's service shall be deemed for the purpose of calculating the length of continuous service to have been continuous notwithstanding:

- (i) absence from the employee from work in accordance with the contract of employment;
- (ii) absence from the employee from work for any cause by leave of the



employer;

- (iii) absence from the employee from work on account of illness, disease or injury;
- (iv) interruption or termination of the employee's service by any act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement or by the Long Service Leave Act;
- (v) interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequences of settlement of the dispute or was re-employed by the employer upon such settlement; and
- (vi) interruption or termination of the employee's service by the employer for any reasons other than those referred to in subparagraphs (iv) and (v) of this paragraph if the worker returns to the service of, or is re-employed by the employer within 2 months of the date on which the service was interrupted or terminated.

b. Service with Two or More Corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of section 5 (1) of the Companies (South Australian) Code, the service of the employee with each such corporation shall be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to Clauses 16, 17, 18 and 19 of this Agreement.

c. Dispute Resolution of Termination, Change and Redundancy Provisions

Where a dispute exists between an employer and employee as to the interpretation or application of the provisions of Clauses 16 to 20 inclusive of this Agreement, such dispute shall be referred for resolution to the Industrial Commission.

**CLAUSE 21            CONTINUITY OF SERVICE**

Where the services of an employee have been terminated on the grounds of ill-health and he/she is subsequently re-employed within a period of twelve months and produces a medical certificate covering the whole of the period of his absence until the date of his/her re-employment, his/her previous service shall be taken into account for sick leave and long service leave purposes.

## CLAUSE 22      EMPLOYEE CLASSIFICATIONS

Shop Assistant  
 Clerk  
 Butcher  
 Baker  
 Apprentice  
 Meat Packer / Cabinet Attendant  
 Bakehouse Assistant  
 Cleaner

## CLAUSE 23      DEFINITIONS

An **Apprentice** is an employee indentured under a contract of training pursuant to the NSW Industrial and Commercial Training Act 1989. Apprentices are paid a percentage of the relevant tradesperson's rate of pay.

A **Branch Manager** is an employee in charge of a shop.

A **Department Manager** is an employee controlling other employees and in charge of a department in a shop.

A **Section Head** is an employee controlling two or more assistants in a department in which a Department Manager is not actively engaged.

A **Shop Assistant** is an employee engaged in all or any of the following classes of work:

- . making direct sales to the public and in doing so accepts or arranges payment for goods sold.
- . weighing, price marking, wrapping.
- . replenishing and/or maintaining stocks of goods.
- . shopping trolley collection.
- . receiving or dispatching goods.
- . restocking fixtures. Such employees may also be employed performing incidental functions such as fixture assembly, stock ordering and stock preparation.

A **Clerk** is an employee engaged in any or all of the following work:

- . clerical work
- . systems operation
- . cashier work

A **Butcher** is an employee who has served a relevant apprenticeship or who has had at least 4 year's general experience in general butchering but who does not necessarily perform the work of serving customers or in such other cases where an employer engages or calls upon an employee to perform tradesperson's functions

of a Butcher.

A **Baker** is an operative Baker or any person employed in any process in the baking of bakehouse products and shall include any person employed to perform the work of a Baker (as defined).

**Bakehouse Products** means bread, rolls, crumpets, yeast goods, cake, pastry or biscuits.

A **Meat Packer/Cabinet Attendant** is an employee who is employed in the Meat Unit in wrapping, weighing, pricing, packaging and packing uncooked meat whether manually or by means of machinery, and who may also be employed in the replenishing of display or storage cabinets or work associated therewith.

A **Bakehouse Assistant** is an employee employed and assisting in any process in the production of bakehouse products including slicing, wrapping and associated duties (but excluding the production duties of a Baker).

A **Cleaner** is an employee employed to perform those tasks customarily performed by Cleaners utilising a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition.

#### CLAUSE 24            PAYMENT AND PARTICULARS OF WAGES

- a. Wages including overtime shall be paid weekly. Such payment shall be made in the employer's time.
- b. All wage variations will apply from the day such variation is granted irrespective of payment being made weekly.
- c. On the payment of any wages by an employer to an employee covered by this Agreement, such employer shall indicate either by noting on the pay envelope by way of statement in writing handed to the employee at the time of paying his/her wages, how the pay is made up by including in such noting or statement such particulars as may be prescribed as regards the date of payment, the period covered thereby, the rate of wages, the number of hours worked, overtime payments and details of any deductions and other prescribed matters.
- d. The employer shall keep proper records to give this detail and employees must sign for their earnings.
- e. Electronic Funds Transfer is an acceptable method of payment, provided suitable arrangements are made by the employers and transfer costs are borne by the employers.

- f. Occupational Superannuation Contributions.  
See Clause 38.

**CLAUSE 25**      **FIRST AID KITS**

A first aid kit must be provided and maintained by the employer for the use of the employees and kept in an accessible position.

**CLAUSE 26**      **TIME BOOKS AND TIME SHEETS**

A time book or time sheets shall be provided by the employer and it shall be compulsory for all employees to sign such time book or sheets each day when commencing and ceasing duty.

**CLAUSE 27**      **TRAVEL ALLOWANCE**

An employee who by agreement with the employer uses the employee's own motor vehicle on the employer's business shall be paid an allowance of 40 cents per kilometre.

**CLAUSE 28**      **PROTECTIVE CLOTHING**

- a. The employer shall provide, on request, to employees performing work detrimental to the employees' clothing, uniforms or other protective clothing.
- b. Such uniforms and protective clothing shall remain the property of the employer and must be returned to the employer on completion of service.
- c. Protective clothing shall be worn by the employee at the employers direction.
- d. By agreement the employee may be required to wash and iron the special clothing and an amount of \$4.20 per week shall be paid by the employer.

**CLAUSE 29**      **DISPLAY OF AGREEMENT**

This agreement shall be exhibited by each employer on his premises in a place accessible to all employees.

**CLAUSE 30**      **LONG SERVICE LEAVE**

- a. As per the Long Service Leave Act 1955-63 and any further amendments thereto, provided however, that thirteen (13) weeks long service leave will be

granted at the end of ten (10) full complete years in lieu of fifteen (15) years as now set out in the Long Service Leave Act.

- b. This concession only commences to accrue on and after January 1, 1971.
- c. All other provisions, conditions, duration's qualifying periods and etc, of the Long Service Leave Act remain unaltered, and are not affected by the above concession of 13 weeks long service leave for ten years service.

**CLAUSE 31**            **WORKING ROSTER**

- a. A roster showing the working hours of all fulltime and part-time employees for a period of at least seven days in advance shall be posted in a position accessible to all employees.
- b. Not less than seven days' notice of any alteration of the roster shall be given to the employee, such notice shall not be given where an alteration is necessary on account of sickness or other absence of the employee.

**CLAUSE 32**            **MIXED FUNCTIONS**

An employee engaged during a day or shift on work carrying a higher rate than his ordinary classification shall receive:

- (i) for the work less than two hours he/she shall be paid for the time so worked,
- (ii) over two hours paid for the full day or shift at the higher classification.

**CLAUSE 33**            **LIFTING OF WEIGHTS**

Males and females shall not be required to lift any weight in excess of those specified by the Department of Labour regulations.

**CLAUSE 34**            **ACCIDENT PAY**

Accident pay shall be paid in accordance with the N.S.W. Workers Compensation Act 1987, and any subsequent amendments thereto.

**CLAUSE 35**            **APPRENTICESHIPS**

All employers and apprentices shall be covered by the NSW Industrial and Commercial Training Act 1989.

**CLAUSE 36          PARENTAL LEAVE**

Parental leave shall be granted in accordance with the N.S.W. Industrial Relations Act 1991.

**CLAUSE 37          COMPASSIONATE LEAVE**

- a. Compassionate leave, with or without pay, should be granted only in extraordinary or emergency circumstances where an employee is forced to be absent from duty because of urgent pressing necessity, and such leave as is granted should be limited to the time necessary to cover the immediate emergency.
- b. Compassionate leave will not exceed a total of three days on any one occasion for an employee.
- c. Compassionate leave with pay will be confined to involvement in funeral arrangements for immediate family (mother, father, husband, wife, son, daughter, sister, brother, grandchildren, grandparents, parents-in-law, brother-in-law, sister-in-law) and to illness in immediate family where it is expected that no-one but the employee would be available to care for the sick member of the family.
- d. Any absence occasioned by personal emergencies, which might fairly be regarded as an obligation to the employee rather than the employer to make good, will be considered under the category of compassionate leave without pay.

**CLAUSE 38          BROKEN HILL TOWN INDUSTRIES SUPERANNUATION FUND**

This fund was established by agreement between the Broken Hill Chamber of Commerce and the Barrier Industrial Council and affiliated Unions for the purpose of handling Occupational Superannuation contributions made under Industry Awards.

The Fund conforms with Occupational Superannuation guidelines and is authorised to accept contributions for such purposes.

The Fund, governed by a Trust Deed, is administered by the A.M.P. Society, and the Trustees of the Fund are three (3) representatives from the Chamber of Commerce and three (3) representatives from the Barrier Industrial Council and affiliated Unions, with an independent non-voting chairman.

a. Occupational Superannuation Contributions

In accordance with the handing down by the Commonwealth and New South Wales Governments of an Award which establishes a requirement to pay Occupational Superannuation all employers shall from the first pay period to commence on or after January 1 1989, pay into as "approved" Occupational Superannuation Fund three (3) percent of ordinary time earnings on behalf of eligible employees.

For the purpose of the Agreement all reference to an "approved fund" shall mean any superannuation scheme that conforms to the Commonwealth Governments operational standards for Occupational Superannuation Funds.

b. Eligible Employee shall mean:

- (i) Full-time senior or junior employees with six (6) months continuous service.
- (ii) Part-time senior casuals and casuals working with adult classifications who work ten (10) hours per week for six (6) months continuous service.
- (iii) Part-time junior casuals being not less than eighteen (18) years of age who work ten (10) hours per week for six (6) months continuous service.
- (iv) Where a business changes ownership and continues to operate in the same manner, and on the same premises and in the same industry as the previous owner, any employee taken over by the new employer from the previous employer shall be entitled to count the total period of past service with the previous employer when calculating the qualifying period of continuous service.

c. Portability of Service Qualification

Any employee having qualified under the terms of this agreement for payment of funds into an approved Occupational Superannuation Fund and having been registered as a member of the Broken Hill Town Industries Superannuation Fund shall, on production of membership proof not be required to serve a second or subsequent qualifying period with any other employer before becoming entitled to payments on his/her behalf into approved fund by his/her employer.

- d. Ordinary Time Earnings for an employee in this context means the classification rate including supplementary payments where relevant, overaward payments, shift loadings and such other payments as are declared by the parties to this Agreement to be eligible under the heading of ordinary time earnings.

A schedule of most common supplementary payments and allowances with a determination as to their ordinary time earnings eligibility follows:

Ordinary Time Earnings Include

Workers Compensation  
 Paid Sick Leave  
 Long Service Leave  
 Annual Leave  
 Paid Compassionate Leave  
 Blood Donor Leave  
 Overaward or Merit Payments  
 Penalty Rates  
 Shift Loadings  
 Section Head Allowance  
 Broken Shift Allowance  
 Liquor Licence Allowance  
 Freezer Allowance  
 Foreign Language Allowance  
 Toilet Cleaning Allowance  
 Operator Allowances for Stenographer/Comptometer/  
 Computer/Date Processing/Cardpunch etc./Ledger Posting Machines.

Ordinary Time Earnings DO NOT Include

Maternity Leave  
 Unpaid Leave  
 Overtime  
 Commissions  
 Occasional Bonus Payments  
 Meal Allowance  
 Travel Allowance  
 Laundry Allowances  
 Annual Leave Loading  
 Unpaid Sick Leave

e. Fund

For the purpose of this Agreement, contributions made by employers in accordance with the provisions of subclause f - Contributions shall be made as follows:

- (i) To any superannuation scheme that conforms to the Commonwealth Government's operational standards for occupational superannuation funds.
- (ii) Subject to practicability, an employer shall ensure commonality of Superannuation coverage within the place of employment and nothing in this Agreement shall require the employer to contribute to any



superannuation scheme which is not an "Approved Fund"

f. Contributions

- (i) Except as proved in subclauses (iii) and (iv) of this clause, each employer shall, in respect of each employee, pay contributions to the respective Trustee at the rate of three percent (3%) of the employee's ordinary time earnings.
- (ii) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (iii) An employer shall not be required to make contributions pursuant to this Agreement in respect of an employee in respect of a period when that employee is absent from his/her employment without pay, such as unpaid sick leave, annual leave, maternity leave or the like, or periods of workers' compensation beyond the expiry of any entitlement to workers' compensation make-up pay.
- (iv) An employer shall not be required to contribute on behalf of any employee who refuses to sign the documentation required by the relevant Trust Deed.
- (v) Where a new employee commences in employment, the employer shall advise the employee of the employee's entitlements under this agreement and of the action to be taken by the employee to obtain the benefit of those entitlements.

g. Records

An employer shall retain all records relating to the calculation of payments due to the Fund in respect of each employee and such records of each employee and such records shall be retained for a period of six (6) years.

h. Duration of Agreement

This agreement shall take effect and be operative from the first pay period to commence on or after January 1, 1989, and shall remain in force unless changed by a decision of the Australian Conciliation and Arbitration Commission and ratified by the Industrial Commission of New South Wales.

**CLAUSE 39**      **WAGES**

See Schedule A - Wage rates.

**CLAUSE 40            CASUAL EMPLOYEES**

- a. Employees engaged for less than one week shall be paid at the appropriate rates prescribed, plus a penalty of:
- . for casual employees employed prior to the operation of this Agreement - 50%
  - . for casual employees employed on or after the operation of this Agreement - 20%
- b. Casuals are to be paid for actual time worked, with a minimum period of engagement of one and one half hours.
- c. Any entitlement to annual leave is included in the casual loading.

**CLAUSE 41            PERMANENT PART-TIME EMPLOYEES**

Employers shall be entitled to engage staff on a regular part-time basis as follows:

- a. The minimum hours to be worked in any one week shall be twelve hours with a maximum thirty four hours; with a minimum of three hours on any one day.
- b. The rate of pay will be one hundred percent of ordinary pay for part-time employees who were employed on or after the operation of this Agreement.
- Part-time employees who were employed prior to the operation of this Agreement shall be paid one hundred percent of ordinary pay plus a ten per cent penalty.
- c. Part-time employees shall be entitled to pro-rata annual leave, sick leave and long service leave.

**CLAUSE 42            CHRISTMAS TEMPORARY STAFF**

Employment of staff during summer vacation (known in Broken Hill as Christmas School Holidays).

- a. Employees entitled to payment for Christmas holidays shall be:
- (i) All employees who continue their employment for any period immediately following the statutory Christmas Holidays,
  - (ii) All employees who commence before December 1, and whose employment is terminated on December 24.

- (iii) All employees who commence on December 1, or up to and including December 10, but who are subsequently re-employed by the same employer at any time prior to January 21, i.e. during the four weeks following Christmas Day.
- b. Employees not entitled to Christmas Holidays shall be:
- (i) Any employee whose services are terminated on or prior to December 23.
  - (ii) Any employee who commences employment on or after December 11, and terminates such employment on or before December 24.
  - (iii) Any employee who commences between December 1, and December 24, and whose services are terminated on or before December 24, and is not subsequently re-employed by the same employer prior to January 21 in the following year.

**CLAUSE 43**            **TRAINEESHIPS UNDER THE AUSTRALIAN TRAINEESHIP SYSTEM**

This agreement applies only to persons employed under the Australian Traineeship System and registered as Trainees with the Commerce and Industry Training Council of New South Wales.

a. Definition

A **traineeship** is a system under the Australian Traineeship System comprising structured on-the-job training with an employer and off-the-job training in a Technical and Further Education College or other training provider approved by the Commerce and Industry Training Council of New South Wales.

A **Training Agreement** shall mean an agreement approved by the Commerce and Industry Training Council of New South Wales.

A **Trainee** shall mean an employee bound by a Training Agreement.

b. Training Conditions

- (i) A trainee will receive "on-the-job" training by the employer as specified in the training agreement and "off-the-job" training will be provided through Technical and Further Education Colleges or other institutions approved by the CITC; provided that the total of "on-the-job" and "off-the-job" training will not exceed five days per week.
- (ii) The employer agrees that the overall training program will be monitored by

officers of the CITC and Training Record books may be utilised as part of this monitoring process.

- (iii) Where possible Traineeship positions should be additional to normal staff members provided that no existing employees shall be displaced by a trainee.
- (iv) Trainees shall be engaged for a period of twelve months as full-time employees provided that trainees shall be subject to satisfactory probation of up to one month.
- (v) Time spent "off-the-job" on training shall be allowed without loss of continuity of employment.
- (vi) Where employment of a trainee by an employer is continued after completion of the "Traineeship period" such "Traineeship period" shall be counted as service for all purposes.
- (vii) Under normal circumstances overtime shall not be worked by trainees. However, when during a training period in a particular shop, department or section, overtime may be worked by the trainees. Where overtime is worked the normal allowances and penalty rates shall apply.
- (viii) Under normal circumstances Shift Work (Night Fill) activities shall not be performed by trainees. However, when during a training period in a particular shop, department or section, shift work (night fill) duties may be performed by trainees. Where shift work (night fill) duties are performed the normal penalty rates shall apply.

Provided that any trainee under the age of seventeen required to work shift work (night fill) as part of their training shall be provided with suitable transport home at the employer's expense.

- (ix) Preference in continuation in employment shall be given to trainees should vacancies occur at the conclusion of the training period.

c. Wages

The weekly wage rate equals the appropriate percentage of Broken Hill Shop Assistants' rate multiplied by "Y" multiplied by 39/52.

Where "Y" equals the adult rate for Broken Hill Shop Assistants' and where 39 represents the actual weeks spent on the job during the twelve month period of traineeship.

The wage rate determined by this calculation shall in no case be less than the minimum rate prescribed by the Australian Traineeship Guidelines.

Provided further that trainee rates shall be calculated in multiples of ten cents with any result of five cents or more being taken to the next highest ten cent multiple.

d. Workers Compensation

The provisions of the relevant Workers' Compensation and Occupational Health and Safety Acts shall apply to trainees.

e. Roster

The rostering of hours of work by trainees shall be decided by mutual agreement between the employer and employees concerned.

f. Union Access

The Union shall be afforded reasonable access to trainees for the purpose of explaining the role and functions of the Union.

**CLAUSE 44**      **RIGHT OF ENTRY**

The Secretary or Organiser of the Union shall be permitted to interview members of the Union at their place of employment, provided he/she first notifies the manager or some responsible person of his/her intention of doing so, and such interview shall not interfere with the ordinary routine of the employer's business.

**CLAUSE 45**      **DISPUTE AND GRIEVANCE SETTLEMENT PROCEDURE**

It is agreed that in the event of a dispute arising every endeavour will be made to amicably settle the same by direct negotiation and consultation between the parties to this Agreement. To facilitate the settlement of any such dispute the following channel of communication shall apply:

- (i) The matter shall, where possible, first be discussed by the employee(s) and the immediate supervisor.
- (ii) If no agreement is reached, the matter shall then be discussed between the employee(s) and the store manager.
- (iii) If agreement is not reached at this level then the employee will have the right to raise the matter with a Union Official and that Official shall then discuss the matter with the store manager.
- (iv) In the event of negotiations between management and the Union not resolving the matter in dispute, then the Secretary of the Union concerned will discuss the matter with the Personnel Manager -

Woolworths (SA) Limited in an attempt to resolve the dispute.

- (v) As a last resort either party shall be at liberty to refer the matter to the Industrial Relations Commission of New South Wales.
- (vi) It is agreed that work shall continue during the period of negotiation, discussion and consultation except in the case of work which is considered to be unsafe.

**CLAUSE 46**      **SUPERANNUATION**

Woolworths Supermarkets will comply with all requirements under the Federal Superannuation Guarantee Charge legislation.

**CLAUSE 47      ACKNOWLEDGMENT**

This Agreement was entered into without duress by the parties whose signatures appear hereunder.

The Common Seal of Woolworths (South Australia)<sup>R44</sup> Limited was hereunto affixed in the presence of:

.....  
 .....  
 .....



Signed by the employees of Woolworths Broken Hill whose signatures appear below and on the following pages 30A to 30M.

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 .....

Kevin Kemp

Date.....30-5-94

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Ross Bastin

Date.....30-5-94

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James Caldwell

Date.....30-5-94

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Andrew Davey

Date.....31-5-94

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Malissa Johns

Date.....30-5-94

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Cheryl Meuret

Date.....30-5-94

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Kathryn Pascoe

Date.....30-5-94

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 .....  
 .....

Lorraine Thompson

Date.....30-5-94

Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

MICHAEL DAVEY

M Davey

10-5-94

TRAVIS CRAKER

T. Craker

10-5-94

TROY KAZULLA

Troy Kazulla

10-5-94

BRENDAN DOWES

Brendan Dowes

10-5-94

NORMAN FRENCH

N French

10-5-94

DAVID ...

David ...

10-5-94

DAVID ...

David ...

10-5-94

DAVID ...

David ...

10-5-94

NEVE ...

Neve ...

10-5-94

ANDREW DAVEY

A Davey

10-5-94

TERRY STEVENSON

Terry Stevenson

10-5-94



Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

TEDD POWER

T Power

10/5/94

JOSE SINGER

J Singer

10/5/94

Jason Butcher

J Butcher

10/5/94

CHERYL MEURET

C.A. Meuret

10-5-94

BRADLEY LANE

Bradley Lane

10 5-94

Richard Adams

R Adams

10-5-94

JUSTIN KELLY

J Kelly

10-5-94

JASON ELLIOT

Jason Elliot

10-5-94

Corey Night

C Night

10-5-94

TONY CURTIS

T Curtis

10-5-94

GREG TURLEY

G Turley

11/5/94

ROSEY JONES

R Jones

11-5-94

Adam ...

A ...

11/5/94

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Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

Charisse Anstey

*Charisse Anstey*

10-5-94

Marlene Cross

*Marlene Cross*

10-5-94

Tracey Lauritsen

*Tracey Lauritsen*

10-5-94

Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

JANET MILLARD

Janet Millard

10/5/94

RUSSELL HOYSTEAD

Russell Hoystead

10/5/94

Andrew Bray

Andrew Bray

10-5-94

STEPHEN SMITH

Stephen Smith

10/5/94

John Smith

John Smith

10/5/94

Georgey Norman

Georgey Norman

11/5/94

WILLIAM MUIR

W. Muir

11-5-94

EMMA BROWN

Emma Brown

11-5-94

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Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

Tony P...  
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Tony P...  
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10-5-94  
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Deanne Farquhar  
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Deanne Farquhar  
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10-5-94  
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Eleanor Young  
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Eleanor Young  
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10-5-94  
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David McLaren  
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Craig Jones  
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10/5/94  
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Mark Cole  
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Mark Cole  
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10/5/94  
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Paul Richards  
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Paul Richards  
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10/5/94  
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Jay Bastin  
\_\_\_\_\_

JAY BASTIN  
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10/5/94  
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Signed - Woolworths Broken Hill Employees

| Name (Please print) | Signature     | Date    |
|---------------------|---------------|---------|
| MELISSA LAWRENCE    | M Lawrence    | 10/5/94 |
| Gavin Vigar         | G Vigar       | 10/5/94 |
| Diane Kelly         | D Kelly       | 10/5/94 |
| Jenny Bates         | J Bates       | 10/5/94 |
| J. E. ...           | J. E. ...     | 10/5/94 |
| J. ...              | J. ...        | 10/5/94 |
| M Hawke             | M Hawke       | 10/5/94 |
| A. ...              | A. ...        | 10/5/94 |
| Susan Masford       | S Masford     | 10/5/94 |
| Paul Ryan           | Paul Ryan     | 10/5/94 |
| M. ...              | M. ...        | 10/5/94 |
| Anthony Ide         | Anthony Ide   | 10/5/94 |
| J. ...              | J. ...        | 10/5/94 |
| H Brenton           | H Brenton     | 10.5.94 |
| K. ...              | K. ...        | 10/5/94 |
| J. ...              | J. ...        | 10/5/94 |
| SCOTT HOPKINS       | Scott Hopkins | 10/5/94 |

Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

Marian Pascoe

M. Pascoe

11-5-94

Greg Sadow

Greg Sadow

11-5-94

Nathan Elliott

Nathan Elliott

11-5-94

Kiley Harvey

Kiley Harvey

12-5-94

Frances Topp

Frances Topp

12-5-94

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Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

KINGA PRICE

Price

10/5/94

LINDSAY HANNIGAN

Lindsay

10/5/94

GRACEY FLETCHER

gracey Fletcher

10.5.94

HELLEN PHILPOTT

H. Philpott

10.5.94

Emilie M... ..

Emilie

10.5.94



## Signed - Woolworths Broken Hill Employees

| <u>Name (Please print)</u> | <u>Signature</u>       | <u>Date</u>     |
|----------------------------|------------------------|-----------------|
| <u>Dabbe Crmsby</u>        | <u>Dabbe Crmsby</u>    | <u>10-5-94</u>  |
| <u>Kellie Pascoe</u>       | <u>Kellie Pascoe</u>   | <u>10.5.94</u>  |
| <u>Siorey Pascoe</u>       | <u>Si Pascoe</u>       | <u>10.5.04.</u> |
| <u>Hayden Mayne</u>        | <u>Hayden Mayne</u>    | <u>10.5.94</u>  |
| <u>Julie Lane</u>          | <u>Julie Lane</u>      | <u>10.5.94</u>  |
| <u>MAURIE ANDERSON</u>     | <u>Maurie Anderson</u> | <u>10.5.94</u>  |
| <u>Jason Page</u>          | <u>Jason Page</u>      | <u>10/5/04</u>  |
| <u>ROSE JONES</u>          | <u>Rose Jones</u>      | <u>10.5.94</u>  |
| <u>PATRICIA McLEOD</u>     | <u>Patricia McLeod</u> | <u>10.5.94</u>  |
| <u>Paul Clarke</u>         | <u>Paul Clarke</u>     | <u>10.5.94</u>  |
| <u>FRANK WILK</u>          | <u>Frank Wilk</u>      | <u>10.5.94</u>  |
| <u>SARA CRITCHAM</u>       | <u>Sara Critcham</u>   | <u>10.5.94</u>  |
| <u>Melanie Currie</u>      | <u>Melanie Currie</u>  | <u>10.5.94</u>  |
| <u>KEVIN KENDRICK</u>      | <u>Kevin Kendrick</u>  | <u>10.5.94</u>  |
| <u>Sharon Hooker</u>       | <u>S. Hooker</u>       | <u>10.5.94</u>  |
| <u>Laura Sandrew</u>       | <u>Laura Sandrew</u>   | <u>10.5.94</u>  |

## Signed - Woolworths Broken Hill Employees

| <u>Name (Please print)</u> | <u>Signature</u>      | <u>Date</u>    |
|----------------------------|-----------------------|----------------|
| <u>Megan Clark</u>         | <u>Megan Clark</u>    | <u>10/5</u>    |
| <u>Karen Edwards</u>       | <u>Karen Edwards</u>  | <u>10-5-94</u> |
| <u>Kylie McLaren</u>       | <u>Kylie McLaren</u>  | <u>10-5-94</u> |
| <u>Jason Chelo</u>         | <u>Jason Chelo</u>    | <u>10-5-94</u> |
| <u>Adam Thomas</u>         | <u>Adam Thomas</u>    | <u>10-5-94</u> |
| <u>Kate Marsden</u>        | <u>Kate Marsden</u>   | <u>10-5-94</u> |
| <u>Troy Dunne</u>          | <u>Troy Dunne</u>     | <u>10-5-94</u> |
| <u>Craig O'Neill</u>       | <u>Craig O'Neill</u>  | <u>10/5/94</u> |
| <u>BEE REID</u>            | <u>BEE REID</u>       | <u>10/5/94</u> |
| <u>Ben Victory</u>         | <u>Ben Victory</u>    | <u>10-5-94</u> |
| <u>Daynee Muscat</u>       | <u>Daynee Muscat</u>  | <u>10-5-94</u> |
| <u>Brendan Pascoe</u>      | <u>Brendan Pascoe</u> | <u>10-5-94</u> |
| <u>VICKY HOUSTED</u>       | <u>Vicky Husted</u>   | <u>11-5-94</u> |
| <u>Darrin Harvey</u>       | <u>Darrin Harvey</u>  | <u>11-5-94</u> |
| <u>SHERRIE CAINES</u>      | <u>SHERRIE CAINES</u> | <u>11-5-94</u> |
| <u>NICOLE MILNE</u>        | <u>Nicole Milne</u>   | <u>11-5-94</u> |
| <u>Jean Pedregon</u>       | <u>Jean Pedregon</u>  | <u>11-5-94</u> |

Signed - Woolworths Broken Hill Employees

Name (Please print)

Signature

Date

Roxanne Toohay

R. Toohay

11-5-94

Tanya Eddy

-meddy

11-5-94

Lucy Bevan

Lucy Bevan

11-5-94

Grant Thomas

Grant Thomas

11-5-94

Brodie Toohay

Brodie Toohay

11-5-94

Lisa Andrews

Lisa Andrews

11-5-94

Nicholas Sanford

N. Sanford

11-5-94

Fiona Richards

Fiona Richards

11-5-94

Steven Deane

S. Deane

11-5-94

Joshua Bitmead

JBITMEAD

11-5-94

Wendy Warren

Wendy Warren

11-5-94

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## Signed - Woolworths Broken Hill Employees

| <u>Name (Please print)</u> | <u>Signature</u>       | <u>Date</u>    |
|----------------------------|------------------------|----------------|
| <u>Brenda Goss</u>         | <u>B. Goss</u>         | <u>10-5-94</u> |
| <u>BRENDA WILTON</u>       | <u>B. Wilton</u>       | <u>10-5-94</u> |
| <u>BILLY GEBHARDT</u>      | <u>B. Gebhardt</u>     | <u>10-5-94</u> |
| <u>DOCKEL BROWNES</u>      | <u>D. Brownes</u>      | <u>10-5-94</u> |
| <u>KATHRYN PASCOE</u>      | <u>Kathryn Pascoe</u>  | <u>10-5-94</u> |
| <u>CAROL WARD</u>          | <u>C. Ward</u>         | <u>10-5-94</u> |
| <u>ELINE LINDSEEL</u>      | <u>E. Lindseel</u>     | <u>10-5-94</u> |
| <u>Alison Lewis</u>        | <u>A. Lewis</u>        | <u>10-5-94</u> |
| <u>Karina Kendall</u>      | <u>K. Kendall</u>      | <u>10-5-94</u> |
| <u>Angela Cuck</u>         | <u>A. Cuck</u>         | <u>10-5-94</u> |
| <u>Marnie Gebhardt</u>     | <u>Marnie Gebhardt</u> | <u>10-5-94</u> |
| <u>John Bore</u>           | <u>J. Bore</u>         | <u>10-5-94</u> |
| <u>Jessal Phylor</u>       | <u>J. Phylor</u>       | <u>10-5-94</u> |
| <u>Tennille Solich</u>     | <u>T. Solich</u>       | <u>10-5-94</u> |
| <u>Natasha Wright</u>      | <u>Natasha Wright</u>  | <u>10-5-94</u> |
| <u>NATASHA FILES</u>       | <u>N. Files</u>        | <u>10-5-94</u> |
| <u>KELLI J SCHULTZ</u>     | <u>Kelli J Schultz</u> | <u>10-5-94</u> |

**Schedule A - Wage Rates**

|                                   | On<br>comm<br>of<br>Agreement | After<br>six<br>months | After<br>twelve<br>months | After<br>eighteen<br>months |
|-----------------------------------|-------------------------------|------------------------|---------------------------|-----------------------------|
| Cleaner                           | \$381.90                      | \$389.25               | \$396.60                  |                             |
| Clerk                             | \$429.80                      | \$438.00               | \$446.30                  |                             |
| Shop Assistant                    | \$420.40                      | \$428.40               | \$436.50                  |                             |
| Baker                             | \$469.90                      |                        |                           |                             |
| Bakehouse Assistant               | \$416.00                      | \$426.20               | \$436.50                  |                             |
| Butcher                           | \$452.50                      | \$461.20               | \$469.90                  |                             |
| Meat Packer/<br>Cabinet Attendant | \$402.70                      | \$410.45               | \$418.20                  | \$436.50                    |

**Junior Cleaners**

|                    |      |          |          |          |
|--------------------|------|----------|----------|----------|
| Under 17 years     | 50%  | \$191.00 | \$194.60 | \$198.30 |
| At 17 years of age | 60%  | \$229.10 | \$233.60 | \$238.00 |
| At 18 years of age | 75%  | \$286.40 | \$291.90 | \$297.50 |
| At 19 years of age | 85%  | \$324.60 | \$330.90 | \$337.10 |
| At 20 years of age | 100% | \$381.90 | \$389.25 | \$396.60 |

(These junior employees rates are based on a percentage of the weekly rate for an adult Cleaner)

**Junior Clerks**

|                    |      |          |          |          |
|--------------------|------|----------|----------|----------|
| Under 17 years     | 50%  | \$214.90 | \$219.00 | \$223.20 |
| At 17 years of age | 60%  | \$257.90 | \$262.80 | \$267.80 |
| At 18 years of age | 75%  | \$322.40 | \$328.50 | \$334.70 |
| At 19 years of age | 85%  | \$365.30 | \$372.30 | \$379.40 |
| At 20 years of age | 100% | \$429.80 | \$438.00 | \$446.30 |

(These junior employees rates are based on a percentage of the weekly rate for an adult Clerk)

**Junior Shop Assistants**

|                    |      |          |          |          |
|--------------------|------|----------|----------|----------|
| Under 17 years     | 50%  | \$210.20 | \$214.20 | \$218.30 |
| At 17 years of age | 60%  | \$252.20 | \$257.00 | \$261.90 |
| At 18 years of age | 75%  | \$315.30 | \$321.30 | \$327.40 |
| At 19 years of age | 85%  | \$357.30 | \$364.10 | \$371.00 |
| At 20 years of age | 100% | \$420.40 | \$428.40 | \$436.50 |

(These junior employees rates are based on a percentage of the weekly wage for an adult Shop Assistant)

|  | On<br>comm<br>of<br>Agreement | After<br>six<br>months | After<br>twelve<br>months | After<br>eighteen<br>months |
|--|-------------------------------|------------------------|---------------------------|-----------------------------|
|--|-------------------------------|------------------------|---------------------------|-----------------------------|

#### **Junior Bakehouse Assistants**

|                    |      |          |          |          |
|--------------------|------|----------|----------|----------|
| Under 17 years     | 50%  | \$208.00 | \$213.10 | \$218.30 |
| At 17 years of age | 60%  | \$249.60 | \$255.70 | \$261.90 |
| At 18 years of age | 75%  | \$312.00 | \$319.70 | \$327.40 |
| At 19 years of age | 85%  | \$353.60 | \$362.30 | \$371.00 |
| At 20 years of age | 100% | \$416.00 | \$426.20 | \$436.50 |

(These junior employees rates are based on a percentage of the weekly rate for an adult Bakehouse Assistant)

#### **Junior Meat Packers/Cabinet Attendants**

|                    |      |          |          |          |          |
|--------------------|------|----------|----------|----------|----------|
| Under 17 years     | 50%  | \$201.40 | \$205.20 | \$209.10 | \$218.30 |
| At 17 years of age | 60%  | \$241.60 | \$246.30 | \$250.90 | \$261.90 |
| At 18 years of age | 75%  | \$302.00 | \$307.80 | \$313.70 | \$327.40 |
| At 19 years of age | 85%  | \$342.30 | \$348.90 | \$355.50 | \$371.00 |
| At 20 years of age | 100% | \$402.70 | \$410.45 | \$418.20 | \$436.50 |

(These junior employees rates are based on a percentage of the weekly rate for an adult Meat Packer/Cabinet Attendant)

#### **Apprentice Bakers**

|             |     |          |
|-------------|-----|----------|
| First Year  | 53% | \$249.00 |
| Second Year | 64% | \$300.70 |
| Third Year  | 75% | \$352.40 |
| Fourth Year | 86% | \$404.10 |

(These Apprentice rates are based on a percentage of the weekly wage for a Baker)

#### **Apprentice Butchers**

|             |     |          |          |          |
|-------------|-----|----------|----------|----------|
| First Year  | 53% | \$239.80 | \$244.40 | \$249.00 |
| Second Year | 64% | \$289.60 | \$295.20 | \$300.70 |
| Third Year  | 75% | \$339.40 | \$345.90 | \$352.40 |
| Fourth Year | 86% | \$389.20 | \$396.60 | \$404.10 |

(These Apprentice rates are based on a percentage of the weekly wage for a Butcher)