

ENTERPRISE AGREEMENT

NO: E.A. 27 /1994

DATE REGISTERED: 28-1-94

PRICE: \$ 12.00

W H I T E S D I S C O U N T S
E N T E R P R I S E
A G R E E M E N T

1. TITLE OF AGREEMENT

This agreement shall be known as the Whites Discounts Enterprise Agreement.

2. PARTIES TO AGREEMENT

This Enterprise Agreement is made pursuant to Chapter 2 of Part 3 of Division 2 - Enterprise Agreements - of the Industrial Relations Act 1991. The parties to the Agreement are Whites Discounts Pty. Ltd. of 347 Blende Street, Broken Hill, of the one part, and the employees of Whites Discounts Pty. Ltd. of 347 Blende Street, Broken Hill, of the other part. The type of business that this agreement relates to is a foodmarket.

3. NO DURESS

This agreement was not entered into under duress by any party to it.

4. INCIDENCE

This agreement shall totally regulate the terms and conditions of employment previously regulated by the Broken Hill Town Agreement.

5. TERMS OF EMPLOYMENT

- i) Employees shall be engaged on a full-time, part-time or casual basis.
- ii) Employees shall be paid by the week, and, except in the case of misconduct justifying summary dismissal, the employment may be terminated by one week's notice on either side given on any working day with the right to the payment of/or the forfeiture of one week's wages in lieu thereof.
- iii) Notwithstanding subclause (ii), during the first month of employment, either party may terminate employment with one hour's notice.

6. HOURS OF WORK

- i) The ordinary hours of work shall be of 38 hours a week, averaged over a three week roster period.
- ii) Ordinary hours of work shall not be more than 12 hours per day, to be worked between 8.30 am and 9.30 pm provided that no employee shall work more than two twelve hour shifts in any one week.

iii) Work in excess of 12 hours per day and 40 hours per week shall be overtime and shall be paid at the rate of ordinary time plus 50% provided that by mutual agreement any overtime worked may accumulate as time off in lieu.

iv) Ordinary hours of work performed on a Saturday or Sunday shall be paid for at the rate of ordinary time plus 15%.

7. WAGE RATES

i) Full-time rates for this agreement shall be as follows:

	\$
Under 16 years	160
16 years	200
17 years	240
18 years	280
19 years	320
20 years	360
21 years and thereafter	400

8. ANNUAL LEAVE

i) See Annual Holidays Act 1994.

ii) Employees who have accrued leave under the Town Agreement will retain the accrued entitlement.

9. LONG SERVICE LEAVE

i) See Long Service Leave Act 1955.

ii) Employees who have accrued leave under the Town Agreement will retain the accrued entitlement.

10. PUBLIC HOLIDAYS

i) All public holidays gazetted by the NSW State Government shall be observed by this agreement.

ii) An employee rostered to work on a public holiday, shall be entitled to an additional day's pay or to an additional day's annual leave.

iii) A day's pay shall be one fifth of the weekly wage.

iv) No work will be done on Christmas Day, Boxing Day, Good Friday or any other public holiday as agreed by the parties.

11. SICK LEAVE

i) employees will be entitled to ten days sick leave which will be accumulated up to a maximum of thirty days.

ii) Sick leave will be paid at the ordinary rate of pay. Leave in excess of one day must be accompanied by a doctor's certificate.

12. COMPASSIONATE LEAVE

i) Compassionate leave of up to two days may be given with or without pay for the involvement in funeral arrangements for a mother, father, husband, wife, son, daughter, sister, brother, grandchildren, grandparents, parents-in-law and brother and sister-in-law.

ii) Payment will be at the discretion of the employer.

13. MEAL BREAKS

Meal breaks shall be of a half hour duration and shall be taken at a mutually convenient time between the following hours. Longer meal breaks may be negotiated for 12 hour shifts.

Lunch: 11.30 to 1.30 pm

Dinner: 4.00 pm to 5.00 pm

14. SUPERANNUATION

Superannuation will be paid to employees as per Federal Legislation.

15. PART-TIME EMPLOYEES

A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by weekly employees, employed by the employer, but such days shall not be less than two per week and such hours shall not be less than 12 per week.

Notwithstanding anything else contained in this agreement, the provisions of this agreement with respect to annual leave, sick leave, long service leave, and compassionate leave, shall apply to part-time employees on a pro-rata basis for each employee in the section in which the part-time employee is employed.

Part-time employees shall be paid hourly rates of pay calculated at 1/38th of the weekly rate.

16. CASUAL EMPLOYEES

- i) Casual employees are employed and paid as such.
- ii) Casuals shall be paid for time worked and at an hourly rate equal to the appropriate weekly rate divided by 38 plus 15%. Casuals are also entitled to a payment at 1/12th of the ordinary rate in lieu of Annual Leave.

17. PAYMENT OF WAGES

Payment shall be made weekly and in the employers time.

18. TRAINING

The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of this business, a greater commitment to training and skill development is required.

The employer accepts the responsibility for the arrangements and cost of any training programme.

19. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of 12 months unless varied or terminated earlier by the provisions provided for by the Act.

THE COMMON SEAL of Whites Discounts Pty. Ltd. was hereto affixed in accordance with its Articles of Association in the presence of:



Laura Anderson Director
[Signature] Secretary

Dated 14th December 1993

Signed by the following employees party to said agreement.

Rona
Priscilla Evans
Laura Anderson
Witness

Laura Anderson
Laura Anderson
Rona
Witness

[Signature]
Lyndie Chilman
Rona
Witness

Nikki Switts
Nikki Switts
Terry Meel
Witness

Terry Meel
Terrance Veehan
Nikki Switts
Witness

P.A. Khan
Phillip Khan
Rona
Witness

Dated 14th December 1993