

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/281

**TITLE: Woolstar Pty Limited Wyong Regional Distribution Centre  
Certified Agreement 2005-2008**

**I.R.C. NO:** IRC4/7069

**DATE APPROVED/COMMENCEMENT:** 13 October 2005 / 1 October 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 21 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 15

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Woolstar Pty Limited, which covers all employees in the classifications prescribed by the agreement, employed to handle, receive, assemble, and dispatch goods or any other tasks in connection with, or incidental to, these functions at the Company's Wyong RDC located at Warren Road, Warnervale, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** Woolstar Pty Ltd -&- the National Union of Workers, New South Wales Branch

# WOOLSTAR PTY LIMITED WYONG REGIONAL DISTRIBUTION CENTRE CERTIFIED AGREEMENT 2005 - 2008

Clause No. Subject Matter

## PART 1 - AGREEMENT TITLE AND COVERAGE

- 1.1. Name of Agreement
- 1.2. Interpretation
- 1.4. Parties Covered and Bound
- 1.5. Period of Operation
- 1.7. No extra claims

## PART 2 - EMPLOYMENT FORMALITIES

- 2.1. Employment Categories and Rostering
  - 2.1.1 Full-time Team Members
  - 2.1.2 Part-time Team Members
  - 2.1.3 Flex-up of Part-time hours
  - 2.1.4 Casual Team Members
  - 2.1.5 Fixed term Team Members
- 2.2. Classifications
  - 2.2.1 Probation
  - 2.2.2 Level 1 - Team Member in Training
  - 2.2.3 Level 2 - Team Member
  - 2.2.4 Level 3 - Team Coordinator
- 2.3. Hours of work and applicable loadings
  - 2.3.1 Ordinary Time Hours Loadings
  - 2.3.2 Overtime
  - 2.3.3 Meal Breaks and Rest Pauses
- 2.4. Rates of Pay & Other Entitlements
  - 2.4.1 Pay rates and scheduled increases
  - 2.4.2 Frequency and method of pay
  - 2.4.3 Superannuation
  - 2.4.4 Allowances
  - 2.4.5 Annual Leave
  - 2.4.6 Sick/Family (Personal) Leave
  - 2.4.7 Bereavement Leave
  - 2.4.8 Long Service Leave
  - 2.4.9 Jury Service
  - 2.4.10 Public Holidays
- 2.5. Termination of Employment
  - 2.5.1 Termination of Employment

## PART 3 - OPERATION OF RDC

- 3.1. Role flexibility & Task rotation
- 3.2. Grievance Resolution
- 3.3. Transmission of Business
- 3.4. Stand down procedures
- 3.5. Introduction of Major Change
- 3.6. Union Recognition

## PART 4 - ANTI-DISCRIMINATION

## PART5 - SIGNATORIES TO THIS AGREEMENT

## **PART 1**

### **AGREEMENT TITLE AND COVERAGE**

#### **1.1. Name of Agreement**

This Agreement shall be known as the Woolstar Pty Limited Wyong Regional Distribution Centre Certified Agreement 2005 - 2008.

#### **1.2. Interpretation**

"Union" means the National Union of Workers, New South Wales Branch.

"Company" means Woolstar Pty Limited.

"Continuous Service" means that a year of employment shall be deemed to be unbroken with the exception of any occurrence of unpaid leave of absence of seven (7) days or more. Where such absences occur it will be necessary for the Team Member to serve an additional period that equals the period of absences, for the purpose of entitlement accruals.

"Team Member" means a person employed by the Company in any of the classifications covered by this Agreement.

"Ordinary Time Rate of Pay" means the weekly wage rate prescribed in clause 2.4.1 of this Agreement for a particular Level. This rate divided by thirty eight (38) shall be used for the purpose of calculating sick/family (personal) leave payments and long service leave payments.

"Base Hourly Rate" means the hourly wage rate prescribed at clause 2.4.1 of this Agreement for a particular level divided by thirty eight (38).

"Daily Rostered Rate of Pay" means the total of the Team Member's Base Hourly Rate plus loadings specified in clause 2.3.1 paid for each hour of a Team Member's rostered engagement on a particular day. This rate shall be used for the purpose of calculating annual leave payments, jury service leave payments, bereavement leave payments and payments in lieu of notice for each rostered day of such leave taken.

"Weekly Rostered Rate of Pay" means the sum of each Daily Rostered Rate of Pay in a Team Member's roster cycle divided by the number of weeks in the roster cycle.

"Ordinary Time Hours" means non-overtime hours worked by full-time, part-time or casual Team Members. Ordinary time hours include flex-up hours worked by part-time Team Members. The rostering of Ordinary time hours shall be in accordance with the provisions of clause 2.1.1, 2.1.2, 2.1.3 and 2.1.4. .

"Partner" means:

a spouse; or

a de facto spouse who, in relation to the Team Member, is a person of the opposite sex to the Team Member and lives with the Team Member as the husband or wife of the Team Member on a bona fide domestic basis although not legally married to the Team Member; or

a same sex de facto spouse who lives with the Team Member as the de facto spouse of that Team Member on a bona fide domestic basis although not legally married to the Team Member.

"RDC" means Regional Distribution Centre.

Words written in the singular will include the plural and vice versa.

### **1.3. The Business and Its Objectives**

Our objective is to achieve best practice in Logistics and Supply Chain Management in order to provide a better shopping experience for our customers each and every time.

Our critical success factors are cost, capability and safety, which are tied to our people with our overall purpose to be Store Friendly.

Store Friendly highlights that the Stores are the reason our division exists. Our aim is to provide the best possible service to our Stores at an agreed cost, so that they can ensure items are in stock, at an everyday low price and without delaying the customer at the checkout. By helping the Stores to do this we are being "Store Friendly."

Team Members who service the stores are our most important resource. Only through Our People can we be Store Friendly. We need to ensure Our Team Members have the right skills, processes and equipment so that they can service the Stores to the best of their ability.

Team Members deliver the best possible service to our Stores by focusing on safety, developing capability for the future and working towards reducing cost.

### **1.4. Parties Covered and Bound**

This Agreement shall apply to all Team Members engaged by the Company in the classifications, prescribed by this Agreement. Team Members will be employed to handle, receive, assemble, and dispatch goods, or any other tasks in connection with or incidental to, these functions at the Company's Wyong RDC located at Warren Road, Warnervale, NSW.

This Agreement regulates, wholly and exclusively, the conditions of employment of all such Team Members employed by the Company at the above address.

This Agreement is binding on:

the Company;

the Union; and

all Team Members covered by this Agreement, whether members of the Union or not whose employment is, at any time during the currency of this Agreement, covered by it.

### **1.5. Period of Operation**

This Agreement shall come into force on and from the first pay period after the 1st day of October 2005 and shall remain in force until the 30th day of September 2008.

The parties agree that they shall commence negotiations for a possible new agreement no later than 3 months before the nominal expiry date of this Agreement. In the event that a new agreement has not been certified by the nominal expiry date, this Agreement shall continue to operate until varied or replaced by the parties.

### **1.6. Relationship to Company Procedures, Guidelines and Policies**

Team Members are required to observe and comply with Woolworths procedures, guidelines and policies as amended from time to time. If any inconsistency arises between this Agreement and any such procedures, guidelines and policies, then the provisions of this Agreement will prevail.

### **1.7. No Extra Claims**

The parties agree that up to the nominal expiry date of this Agreement the Team Members, the Union or the Company will not pursue any extra claims relating to wages or changes in conditions of employment or any other matters related to the employment of the Team Members, whether dealt with in the Agreement or not.

## **PART 2**

### **EMPLOYMENT FORMALITIES**

#### **2.1. Employment Categories and Rostering**

Upon engagement a Team Member will be advised of the basis of their employment, that is, full-time, part-time, casual or fixed term.

##### **2.1.1 Full-time Team Members**

A full-time Team Member will work thirty eight (38) Ordinary Time Hours per week, which may be averaged to one hundred and fifty two (152) hours over a four (4) week cycle involving not more than twenty (20) engagements (or shifts).

The daily minimum engagement of a full-time Team Member will be six (6) hours and the maximum daily Ordinary Time Hours engagement will be ten (10) hours.

The maximum Ordinary Time Hours worked within one (1) week will not exceed forty eight (48) hours.

After six (6) consecutive shifts, a Team Member must take at least one (1) day off before commencing the following week's roster. This may be varied by mutual agreement.

A full-time Team Member's roster may be varied by giving fourteen (14) days notice in writing of the change, or less than fourteen (14) days notice by mutual agreement.

##### **2.1.2 Part-time Team Members**

Part-time Team Members may have their Ordinary Time Hours rostered over a four (4) week cycle.

The daily minimum Ordinary Time Hours engagement will be four (4) hours and the maximum daily Ordinary Time Hours engagement will be ten (10) hours.

The minimum weekly Ordinary Time Hours engagement will be eight (8) hours and the maximum weekly Ordinary Time Hours engagement will be thirty two (32) in one (1) week, or over a two (2) week roster, sixty four (64) hours.

A part-time Team Member's roster may be varied by giving fourteen (14) days notice in writing of the change, or less than fourteen (14) days notice by mutual agreement.

If part-time Team Members work in excess of ten (10) Ordinary Time Hours in one (1) day or thirty eight (38) Ordinary Time Hours in one (1) week, they will be paid the appropriate overtime rate for such additional hours.

A part-time Team Member shall be entitled to payments in respect of all leave (annual leave, public holidays, sick leave, bereavement leave, long service leave and jury service leave) arising under this Agreement on a pro-rata basis calculated on the Ordinary Time Hours (rostered and flex-up) the Team Member works.

A part-time Team Member's Ordinary Time Hours may be reduced by the Company by a maximum of eight (8) hours per week in a twelve (12) month period.

##### **2.1.3 Flex-up of Part-time hours**

A part time Team Member's working hours may be increased (flexed-up) above rostered Ordinary Time Hours by mutual agreement. Such additional hours up to thirty eight (38) per week (or seventy six (76) per fortnight in the case of a two (2) week roster) will be paid at the Team Member's Base Hourly Rate plus loadings applicable in the table in clause 2.3.1.

#### 2.1.4 Casual Team Members

A casual Team Member is engaged by the hour from shift to shift and may have their hours rostered.

A casual Team Member may work a maximum of thirty eight (38) Ordinary Time Hours per week.

The Ordinary Time Hours of a casual Team Member will not exceed ten (10) hours per day.

A casual Team Member will receive a loading of 23.5% per Ordinary Time Hour worked. The casual loading will be calculated on the Base Hourly Rate. Casuals shall receive the appropriate hourly loading as detailed in the table in clause 2.3.1. This loading shall also be applied to the Base Hourly Rate.

Apart from their casual loading, casual Team Members will be otherwise engaged on the same terms and conditions specified in this Agreement as applied to full-time and part-time Team Members who are covered by this Agreement with the exception of the following provisions:

annual leave (including annual leave loading), public holidays (unless they work on a public holiday), sick/family leave, bereavement leave, jury service leave and notice of termination provisions.

#### 2.1.5 Fixed term Team Members

Team Members may be engaged on a fixed term (full time or part time) basis, to assist with identified temporary labour requirements.

A fixed term Team Member may be engaged for a minimum of four (4) weeks and a maximum of fifty two (52) weeks in any one (1) year.

A Team Member who agrees to be engaged for a fixed term will be advised of their commencement and cessation dates.

Fixed term Team Members shall be entitled to pro-rated statutory entitlements (such as annual leave, sick leave, public holidays, bereavement leave and jury service leave) that would apply to other full time and part time Team Members.

Engagement on a fixed term contract does not waive the Company's right to include a specified probation period of between four (4) weeks and three (3) months in a fixed term Team Member's contract. In accordance with the provisions of clause 2.2.1 of this Agreement, engagement of any fixed term Team Member may be terminated by giving one (1) week's notice by either the Company or the Team Member during the probationary period. The Company may at its discretion make a payment in lieu of the notice.

## 2.2. Classifications

The purpose of the classification structure and the method of operating as contained in Part 3 of this Agreement, is to ensure flexibility of the workforce and to promote a team based operation. To this end a three (3) level classification structure applies.

All Team Members are required to undertake training and skill development as directed to achieve the Company's aim of a RDC workforce that is truly multi-skilled.

#### 2.2.1 Probation

All new full-time and part-time Team Members may be engaged on a probationary basis for a maximum period of three (3) months. During the probationary period employment may be terminated by giving one (1) week's notice by either the Company or the Team Member.

#### 2.2.2 Level 1 - Team Member in Training

While employed on Level 1 Team Members are required to undertake extensive learning and skill development. It is expected that Team Members will gain competency in general warehousing duties including the ability to perform all designated tasks in a safe, accurate and timely manner.

Upon satisfactory assessment of all required competencies, Team Members will progress to Level 2 - Team Member. The timing of assessment of competency will vary for individual Team Members based on the level of "current competency" and ability to achieve competency in new tasks.

The maximum time worked by a Team Member at this Level shall be 456 hours.

#### 2.2.3 Level 2 - Team Member

Team Members at this level may be required to perform any of the full range of duties associated with the RDC operation. Such duties include, but are not limited to:

Cleaning; housekeeping; picking; packing; replenishing; loading and unloading of vehicles; operation of computer equipment; operation of licensed or non-licensed materials handling equipment; acceptance and despatch of goods; operation of automated storage and retrieval systems; operation of Radio Frequency (RF) equipment; administrative work; on job training and assessment of Team Members in Training, and other duties as directed.

#### 2.2.4 Level 3 - Team Coordinator

The Company may appoint a Team Coordinator who is required to perform the full range of operational tasks in accordance with business needs but is also required to support the Team Leader in various team management functions. Such duties may include but not be limited to; operation of RDC systems, allocation and supervision of work within the team, high level problem solving, training activities, performance of administrative tasks and assistance with team performance issues as required.

### **2.3. Hours of Work and Applicable Loadings**

Provided that the hourly loadings identified in the table in clause 2.3.1 are paid, Ordinary Time Hours shall be worked over twenty four (24) hours of the day and over seven (7) days of the week.

The base payment for the calculation of all premium payments or loadings under this Agreement is 100% of the Base Hourly Rate.

Premium payments and loadings are not cumulative and stand alone.

#### 2.3.1 Ordinary Time Hours Loadings

Ordinary Time Hours shall attract the following loadings for each actual hour worked expressed as a percentage of the Base Hourly Rate. Where a Team Members Rostered Hours ends more than four (4) hours after the beginning of a period attracting a higher percentage loading than their first rostered hour, then all hours shall be paid at the higher percentage loading.

Example 1: 1pm to 9pm shift on a Monday shall attract no loading up to 6pm and 120% from 6pm to 9pm for paid hours. (not more than 4 hours worked after 6pm)

Example 2: 4 pm to 11 pm shift on a Monday shall attract 120% loading for all paid hours. (more than 4 hours worked after 6pm).

Hours worked between    Monday    Tuesday    Wednesday    Thursday    Friday    Saturday    Sunday

12:00 AM	1:00 AM	200%	120%	120%	120%	120%	120%	170%
1:00 AM	2:00 AM	130%	130%	130%	130%	130%	180%	200%
2:00 AM	3:00 AM	130%	130%	130%	130%	130%	180%	200%
3:00 AM	4:00 AM	130%	130%	130%	130%	130%	180%	200%
4:00 AM	5:00 AM	130%	130%	130%	130%	130%	180%	200%
5:00 AM	6:00 AM	100%	100%	100%	100%	100%	150%	200%
6:00 AM	7:00 AM	100%	100%	100%	100%	100%	150%	200%
7:00 AM	8:00 AM	100%	100%	100%	100%	100%	150%	200%
8:00 AM	9:00 AM	100%	100%	100%	100%	100%	150%	200%
9:00 AM	10:00 AM	100%	100%	100%	100%	100%	150%	200%
10:00 AM	11:00 AM	100%	100%	100%	100%	100%	150%	200%
11:00 AM	12:00 PM	100%	100%	100%	100%	100%	150%	200%
12:00 PM	1:00 PM	100%	100%	100%	100%	100%	150%	200%
1:00 PM	2:00 PM	100%	100%	100%	100%	100%	150%	200%
2:00 PM	3:00 PM	100%	100%	100%	100%	100%	150%	200%
3:00 PM	4:00 PM	100%	100%	100%	100%	100%	150%	200%
4:00 PM	5:00 PM	100%	100%	100%	100%	100%	150%	200%
5:00 PM	6:00 PM	100%	100%	100%	100%	100%	150%	200%
6:00 PM	7:00 PM	120%	120%	120%	120%	120%	170%	200%
7:00 PM	8:00 PM	120%	120%	120%	120%	120%	170%	200%
8:00 PM	9:00 PM	120%	120%	120%	120%	120%	170%	200%
9:00 PM	10:00 PM	120%	120%	120%	120%	120%	170%	200%
10:00 PM	11:00 PM	120%	120%	120%	120%	120%	170%	200%
11:00 PM	12:00 AM	120%	120%	120%	120%	120%	170%	200%

### 2.3.2 Overtime

Monday to Saturday overtime shall be paid at the rate of 150% of a Team Member's Base Hourly Rate for the first two (2) hours and 200% of the Base Hourly Rate thereafter.

Sunday overtime shall be paid at the rate of 200% of a Team Member's Base Hourly Rate.

Casual Team Members shall not receive payment of the 23.5% casual loading for any period of overtime worked that is, hours worked in excess of ten (10) per day or thirty eight (38) per week and public holidays.

The Company may require Team Members to work reasonable overtime to meet the needs of the business. It is a condition of employment that Team Members acknowledge the Company's peak operating periods are during the lead up to Christmas and Easter and the requirement for overtime will be greater during these periods.

When overtime is worked it shall, wherever reasonably practicable, be arranged so that Team Members have at least ten (10) consecutive hours off duty before their next shift. If a ten (10) hour break has not been taken, the Team Member shall receive payment at 200% of the Base Hourly Rate for each hour worked until such time as a ten (10) hour break is provided.

### 2.3.3 Meal Breaks and Rest Pauses

A Team Member who is engaged for a shift of four (4) hours or less shall not be entitled to a paid rest pause.

A Team Member who is engaged for a shift of more than four (4) hours but not more than six (6) hours shall be entitled to a paid rest pause of twenty (20) minutes.



A Team Member who is engaged for a shift of more than six (6) hours but not more than ten (10) hours shall be entitled to one (1) paid rest pause of twenty (20) minutes and one (1) unpaid meal break of thirty (30) minutes.

A Team Member who is engaged for a shift of more than ten (10) hours shall be entitled to two (2) paid rest pauses of twenty (20) minutes, and an unpaid meal break of thirty (30) minutes.

## **2.4. Rates of Pay & Other Entitlements**

### **2.4.1 Pay rates and scheduled increases**

The Ordinary Time Rates of Pay listed below are based on a thirty eight (38) hour week for a full-time Team Member.

Ordinary Time Rates of Pay for part-time Team Members can be calculated by dividing the weekly full-time rate by 38 to give an hourly rate, then multiplying this figure by the number of Ordinary Time Hours worked.

For casual Team Members, the same method is used but also applying the casual loading of 23.5% to the Base Hourly Rate for all Ordinary Time Hours worked.

The rates specified in the table shall be effective from the first pay period on or after the date specified in the table.

Grade	1st Oct 2005	1st Oct 2006	1st Oct 2007
Level 1	\$17.5500	\$18.0765	\$18.6188
Level 2	\$19.5000	\$20.0850	\$20.6876
Level 3	\$20.8650	\$21.4910	\$22.1357

### **2.4.2 Frequency and method of pay**

Payment of all wages, overtime, allowance and leave payments will be by electronic funds transfer into a financial institution account nominated by the Team Member.

The pay cycle will be Monday to Sunday inclusive with fortnightly payment on the following Wednesday. Payment will be made on a Thursday where a pay week includes a public holiday on a Monday.

### **2.4.3 Superannuation**

The Company will make Superannuation contributions in accordance with the relevant legislation on behalf of Team Members to the Labour Union Co-operative Retirement Fund (LUCRF).

It is the intention of the parties to this Agreement that the provision of superannuation benefits for eligible Team Members will be only through the Labour Union Co-Operative Retirement Fund (LUCRF).

Superannuation payments will be made on a four-week basis and will cover pay periods completed in that time.

#### **2.4.3.1 Salary Sacrifice for Superannuation**

A Team Member may direct the Company to pay a portion of the Team Member's wages into the Labour Union Co-operative Retirement Fund (LUCRF) for the benefit of the Team Member, subject to the amounts prescribed in the Australian Taxation Office aged based employer tax deduction limits.

Any amounts paid in accordance with such a direction are deemed to be paid in satisfaction of the Company's obligation to pay the wages set out in this Agreement. Accordingly, no breach of this Agreement will occur if the actual wages paid to the Team Member fall below the rates set by this Agreement solely because of the Company paying additional superannuation contributions on a pre-tax basis under this clause.

#### 2.4.4 Allowances

The following Allowances will apply:

##### 2.4.4.1 Meal Allowance

Where the Company has not advised a Team Member of overtime, at least twenty four (24) hours in advance of the overtime commencing time, a Meal Allowance of \$11.00 will be paid if more than two (2) hours of overtime is worked.

##### 2.4.4.2 First Aid Allowance

A Team Member who is appropriately qualified and appointed as a First Aid Attendant will be paid \$15.00 per week. This rate will be pro rated in the case of a part-time Team Member.

##### 2.4.4.3 Freezer Allowance

Where a Team Member works in an area where the temperature is below -180C (minus eighteen degrees Celsius) for more than fifteen (15) minutes in a one (1) hour period a Freezer Allowance of \$1.00 per hour will be paid.

#### 2.4.5 Annual Leave

Full-time Team Members shall be entitled to one hundred and fifty two (152) hours annual leave on completion of each year of service, or pro rata for part-time Team Members calculated on their rostered and flex-up Ordinary Time Hours.

The entitlement to annual leave will accrue upon the attainment of twelve (12) months continuous service. Where it is agreed to by the Company, a Team Member may utilise accrued pro-rata annual leave for the purposes of taking annual leave in advance.

Team Members will be paid their Daily Rostered Rate of Pay for each day of annual leave taken.

In addition to payment at the Daily Rostered Rate of Pay, Team Members will receive an annual leave loading of 17.5%. The annual leave loading will be calculated on the Team Member's Base Hourly Rate for each hour of annual leave taken. Annual leave loading will not be paid on accrued annual leave where the Team Member has been terminated for serious misconduct.

#### 2.4.6 Sick/Family (Personal) Leave

Personal leave will accrue at the rate of thirty eight (38) hours per annum for the first year of service for full-time Team Members. Part-time Team Members will accrue personal leave on a pro rata basis.

Personal leave will be credited at the rate of two point three seven five (2.375) hours per fortnight for each of the first sixteen (16) fortnightly pay periods following a Team Member's employment (pro rata for part-time Team Members).

Personal leave for the second and subsequent years of service will accrue at the rate of seventy six (76) hours per annum (pro rata for part-time Team Members). Personal leave for the second and subsequent years will be credited on the Team Member's anniversary date.

In the case of Monday to Friday absences, personal leave will be paid at the Team Member's Daily Rostered Rate of Pay for each day of personal leave taken (pro-rata for part days).

Where personal leave is taken on a Saturday or Sunday the Team Member can elect to be paid:

their Base Hourly Rate for each hour taken as personal leave; or

their Daily Rostered Rate of Pay (pro-rated for part days) on the condition that the Team Member's personal leave entitlement will be reduced by a greater amount to take into account the value of the weekend loadings that are paid

Personal leave may be taken by a Team Member due to their own illness and/or the illness of the Team Member's Partner, child or parent.

To qualify for personal leave payment and avoid possible disciplinary action a Team Member must:

Provide their Team Leader with a minimum of one (1) hours notice prior to the commencement of their shift. Team Member's are to regard the one (1) hour requirement as a minimum and are to endeavour to provide notice as early as possible. At the time of notification the Team Member must provide details of the nature and expected duration of the absence.

Provide a certificate by a qualified medical practitioner where:

More than three (3) single or part day absences have been taken in any anniversary year;

A period of absence extends beyond one (1) day;

Absences are claimed next to public holidays, annual leave, long service leave and any other form of approved leave:

Absence occurs on a public holiday that is required to be worked.

On return to work, Team Members must complete the appropriate unscheduled leave form, attaching a medical certificate when required and hand the form to their Team Leader for authorisation.

#### 2.4.7 Bereavement Leave

Full-time and part-time Team Members are entitled to a maximum of three (3) days paid bereavement leave (pro rata for part-time Team Members) on the occasion of the bereavement of a Partner, father, mother, father in law, mother in law, grandparent, grandparent in law, brother, sister, child, step child or grandchild. Team members are entitled to five (5) days paid bereavement leave (pro rata for part-time Team Members) on the occasion that the bereavement occurred overseas and the Team Member chooses to travel to attend the funeral.

In order to qualify for payment the Team Member shall provide the Company with a satisfactory form of proof of bereavement. This form of leave will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave.

#### 2.4.8 Long Service Leave

The entitlement of a Team Member to Long Service Leave shall be as described in the provisions of the Long Service Leave Act 1955 (NSW). Team Member's Ordinary Time Rate of Pay shall be used as the basis for calculating long service leave payments.

#### 2.4.9 Jury Service

Team Members are required to provide their Team Leader with a copy of the notice to attend Jury Service as soon as possible after receiving such notice.

Team Members will be paid their Daily Rostered Rate of Pay for each rostered day they are required to attend for Jury Service. In the case of part days, Team Members will be paid at their Base Hourly Rate plus loadings applicable in clause 2.3.1 (a) for each rostered hour not worked. Team Members are required to attend work and complete their rostered hours in cases where they have been released from Jury Service in time to do so.

Team Members are required to reimburse the Company for any amounts paid to them by the court while on Jury Service.

#### 2.4.10 Public Holidays

There will be ten (10) public holidays per year, being New Years Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Queen's Birthday, Christmas Day, Boxing Day and any other day Gazetted as a Local Public Holiday.

The Company may substitute another day to be the public holiday if it considers it to be appropriate (for example, when State or Local Governments substitute these days).

Team Members will be expected to work on all public holidays for which they are rostered unless otherwise advised by the Company. In the event the Company does not require Team Members to work on a public holiday the Company will provide a minimum of fourteen (14) days notice in writing. Work on Christmas Day and Good Friday will be rostered on a voluntary basis that is, Team Members will not be expected to work these two days if rostered.

The minimum engagement on a Public holiday shall be four (4) hours.

Team Members will be paid 250% of their Base Hourly Rate for all hours worked on a public holiday shift with the exception of Christmas Day and Good Friday which will be paid at 300% of Base Hourly Rate.

For the purposes of this Agreement a public holiday shift shall be recognised as the shift on which the majority of hours fall. Team Members can only have the benefit of the public holiday once.

In the event Team Members are not required to work on a rostered public holiday they will be paid their Daily Rostered Rate of Pay.

Team Members will only receive payment for a public holiday if the public holiday falls on a day they are normally rostered to work.

In addition to public holidays Team Members will be entitled to a Picnic Day.

Picnic Day will generally be observed on 1st July. All full-time and part-time Team Members employed at 1 July will be entitled to the benefit of the Picnic Day. Public holiday rates will not be paid for any work performed on this day. Rather, the Company and the Team Member will agree on an alternate day off to be taken by the Team Member during the eight (8) week period after 1st July.

## 2.5. Termination of Employment

### 2.5.1 Termination of Employment

A full-time or part-time, non-probationary, Team Member's employment may be terminated at any time by either the Company or the Team Member providing the other with the appropriate length of notice as set out in the table below.

Period of Continuous Service	Period of Notice
Post probation but less than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Team Members over 45 years of age with two (2) or more years of continuous service will be entitled to an additional one (1) weeks notice by the Company.

The Company and the Team Member may mutually agree to a lesser period of notice than that prescribed in the table above.

The period of notice shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal (such as, but not limited to, presenting for work under the influence of alcohol or drugs, consumption or possession of alcohol or illegal drugs on Company property, dishonesty, theft, abandonment of employment or failure to carry out a lawful instruction)

A Team Member who is absent for three (3) consecutive days without advice, contact or notification to the Company to explain the absence will be considered to have abandoned his or her employment. However, termination for abandonment of employment shall not occur where it can be demonstrated to the Company that extreme or extenuating circumstances have prevented the Team Member from contacting the Company.

The notice of termination required to be given by an employee shall be in writing and shall be the same as that required of the Company, with the exception that there shall be no additional notice based on the age of the Team Member.

If a Team Member fails to give appropriate notice the Company shall have the right to withhold monies due to the Team Member with a maximum amount equal to the Team Member's Weekly Rostered Rate of Pay divided by thirty eight (38) for each hour or part hour (where a part hour exceeds 30 minutes) for the period of notice not given.

In the case of termination at the initiative of the Company (other than for instant dismissal where no notice is due) payment may be made in lieu of all or part of the notice.

## **PART 3**

### **OPERATION OF RDC**

#### **3.1. Role Flexibility & Task Rotation**

Team Members covered by this Agreement may be required to perform any duties within their capabilities that are consistent with the business needs of the Company. While Team Members may be appointed to a particular team performing a specific function, this does not prevent them from being required to perform other tasks or functions outside their normal team, as long as the Team Member has received appropriate training and where required has been assessed as competent in the required tasks.

#### **3.2. Grievance Resolution**

Both the Company and Team Members support the need for a modern, mature approach to the resolution of any workplace problem or grievance. This will incorporate the development of a culture which enables full and frank discussion of issues with the aim of resolution at a level as close as possible to the source of the grievance.

It is envisaged that disputes and grievances in the workplace will be dealt with as quickly as possible and will be resolved by reference to the following steps:

##### **Step 1**

The Team Member who has the grievance should raise the issue with their Team Leader.

## Step 2

Should the matter not be resolved to the Team Member's satisfaction, the Team Member who has the grievance should raise the matter with the Team Operations Manager. At this stage the Team Member has the option of seeking the support of an employee representative who may be a union delegate in the case of a union member.

## Step 3

Should the issue remain unresolved, The Team Member has the right to refer the matter to the RDC Operations Manager and/or the RDC Senior Business Manager. At this stage the Team Member can elect to continue with the support of an employee representative or, in the case of a Union member, seek the support and involvement of a Union Official.

## Step 4

If the issue is still not settled it shall be submitted to a member of the New South Wales Industrial Relations Commission for conciliation.

Until the matter is determined, the status quo will apply.

Status Quo - shall mean the state, position or practice that is in place or existed at the time the need to confirm the status quo arose

Where the misconduct of a person or persons is a factor in the grievance or dispute the status quo shall not apply and the matter shall be dealt with in accordance with the company's disciplinary procedures.

### **3.3. Transmission of Business**

The Company is a member of the Woolworths Group of Companies. From time to time, in order to meet the business objectives of the Woolworths Group of Companies, Woolworths may transfer Team Members as between related entities. If a corporate restructure results in a need to transfer employees between related entities a Team Member's commencement of employment with another entity in the Woolworths Group of Companies will not break the continuity of employment of that Team Member and in particular, will not result in a redundancy of the position of that Team Member. These provisions shall also apply in circumstances where by virtue of business divestiture a Team Member's employing entity changes from a Woolworths to a non-Woolworths entity.

### **3.4. Stand Down Procedures**

The Company may deduct payment for any part of a day during which a Team Member cannot usefully be employed because of any strike, breakdown of machinery or any stoppage of work for any cause for which the Company cannot reasonably be held responsible. This does not break the continuity of employment of the Team Member for the purpose of any entitlements.

The Company shall give a minimum of twenty four (24) hours notice of its intention to stand-down to the relevant Team Members and the Union.

### **3.5. Introduction of Major Change**

Where the Company has made a definite decision to introduce major changes that are likely to have "significant effects" on employees, the Company shall notify the Team Members who may be affected by the proposed changes and the Union.

"Significant effects" include likely job losses, 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 there will be no "significant effect" where this Agreement makes provisions for changes in these areas.

The Company shall discuss with the employees affected and the Union the introduction of the changes, the effects the changes are likely to have on Team Members, measures to avert or to mitigate the adverse effects of the changes on Team Members and shall give prompt consideration to matters raised by Team Members and/or the union in relation to the changes.

The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes.

For the purpose of the discussion, the Company shall, when requested, provide in writing to the Team Members concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Team Members and any other matters likely to effect Team Members provided that this information is not confidential and will not adversely effect the Company if it was disclosed.

### **3.6. Union Recognition**

Elected delegates of the Union will be recognised by the Company in their role of Team Member representative and, as such, delegates will be afforded time to participate in consultative mechanisms established by the Company and to represent legitimate Team Member concerns as per the provisions of the Grievance Resolution procedure. Delegates must, however, acknowledge their primary responsibility is to perform the job functions within their Team Member classification.

The Company will provide a total of ten (10) days leave per annum (non-cumulative) for the purpose of elected delegates attending Union training programs. The ten (10) days are an RDC allocation and the Union and/or delegates will determine access within the elected delegate group.

In order for a delegate to be eligible to receive payment the Union must provide the Company with at least 28 days notice in writing of the training. Payment will be made at the delegate's Daily Rostered Rate of Pay. The Company will not be responsible for any costs incurred by delegates in the course of attendance at such training programs.

## **PART 4**

### **ANTI-DISCRIMINATION**

It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (ii) offering or providing junior rates of pay to persons under 21 years of age;

- (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **PART5**

#### **SIGNATORIES TO THIS AGREEMENT**

\_\_\_\_\_  
Wyong RDC Senior Business Manager  
Woolworths Logistics  
Signed for and on behalf of  
Woolstar Pty Limited

\_\_\_\_\_  
8/9/2005  
Date

\_\_\_\_\_  
New South Wales Branch Secretary,  
Signed for and on behalf of  
National Union of Workers  
New South Wales Branch

\_\_\_\_\_  
5/9/2005  
Date