



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Woolworths Ltd T/A Woolworths Petrol

(AG2011/7633)

WOOLWORTHS PETROL ENTERPRISE AGREEMENT 2010

Vehicle industry

COMMISSIONER CARGILL

SYDNEY, 14 APRIL 2011

Application for approval of the Woolworths Petrol Enterprise Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as Woolworths Petrol Enterprise Agreement 2010 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Woolworths Ltd trading as Woolworths Petrol. The Agreement is a single-enterprise agreement.

[2] As the Agreement does not contain a flexibility term, the model flexibility term is taken to be a term of the Agreement.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] The Shop, Distributive and Allied Employees Association, being a bargaining representative for the Agreement, has given notice under s.183 of the *Act* that it wants the Agreement to cover it. In accordance with s.201(2) of the *Act* I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 April 2011. The nominal expiry date of the Agreement is 30 June 2012.



WOOLWORTHS PETROL ENTERPRISE AGREEMENT 2010

1. TITLE

This agreement may be referred to as the "Woolworths Petrol Enterprise Agreement 2010".

2. DURATION

This agreement shall operate seven days after it is approved by FWA and its nominal expiry date will be 30 June 2012.

3. INDEX

4.	INCIDENCE AND PARTIES BOUND	2
5.	GRADING AND WAGES	2
6.	DEFINITIONS.....	4
7.	EMPLOYMENT STATUS	5
8.	SPREAD OF HOURS AND PENALTIES.....	7
9.	ROSTERS	7
10.	OVERTIME.....	9
11.	MEAL BREAKS AND REST PERIODS	12
12.	ALLOWANCES	13
13.	EXCESS FARES AND TRAVELLING TIME	14
14.	PERSONAL LEAVE	15
15.	ANNUAL LEAVE	16
16.	LONG SERVICE LEAVE	18
17.	PARENTAL LEAVE	18
18.	COMPASSIONATE LEAVE.....	18
19.	LEAVE OF ABSENCE	19
20.	BLOOD DONORS	19
21.	JURY SERVICE	19
22.	PUBLIC HOLIDAYS	20
23.	NATURAL DISASTER LEAVE	23
24.	DEFENCE FORCE SERVICES LEAVE	23
25.	EMERGENCY SERVICES LEAVE.....	24
26.	PAYMENT OF WAGES	24
27.	TERMINATION OF EMPLOYMENT.....	24
28.	INTRODUCTION OF CHANGE.....	26
29.	REDUNDANCY	27
30.	CONTINUITY OF SERVICE	29
31.	ACCIDENTPAY.....	30
32.	SUPERANNUATION.....	30
33.	STAND-DOWN PROCEDURES	32
34.	DISPUTE AND GRIEVANCE PROCEDURE	32
35.	PROPERTY – DEBT TO COMPANY	33
36.	OTHER EMPLOYMENT.....	33
37.	NO EXTRA CLAIMS	33
38.	DRESS AND PRESENTATION STANDARDS	33
39.	HOT WEATHER RELIEF – RELAXED UNIFORM STANDARD (NT ONLY).....	34
40.	PROTECTIVE CLOTHING	34
41.	TRAINEES.....	34
42.	FIRST AID KIT	34
43.	LOCKERS	34
44.	POSTING OF AGREEMENT	34
45.	EMPLOYEE CAR PARKING	34
46.	ACCESS TO ACCRUED ENTITLEMENTS.....	35
47.	ANTI-DISCRIMINATION	35
48.	EQUAL EMPLOYMENT OPPORTUNITY	35
49.	OCCUPATIONAL HEALTH AND SAFETY.....	35
50.	SECURITY GUIDELINES.....	36
51.	SAVINGS.....	38

4. INCIDENCE AND PARTIES BOUND

- 4.1 This Agreement shall be binding on Woolworths Ltd. t/as Woolworths Petrol of 1 Woolworths Way, Norwest Business Park, Bella Vista, NSW 2153 ("The Company"), and the Shop Distributive and Allied Employees Association of 53 Queen St Melbourne VIC 3000 ("Union"), and employees employed in Safeway and Woolworths Petrol sites in New South Wales, Australian Capital Territory, Queensland, Victoria, Tasmania, South Australia, Northern Territory and Western Australia in the classifications contained in this Agreement, whether members of the Union or not.
- 4.2 This Agreement shall operate to the complete exclusion of any award or agreement that may otherwise apply to employees covered by this Agreement, except where otherwise specified.
- 4.3 This Agreement shall not apply to:
- 4.3.1 Persons appointed to salaried positions of Trainee Site Manager or higher classification.
- 4.3.2 Persons who perform supermarket duties for Woolworths Limited but who are performing work at a Safeway or Woolworths Petrol site in a relief capacity.

5. GRADING AND WAGES

5.1 Grading – New Employees

<u>Grade</u>	<u>Skill Level</u>	<u>Relativity</u>
1	New Permanent Part time or Fulltime Employee during Training Period (maximum 4 months).	95%
2	New Employee on successful completion of training period, Console Operator. New casual employees engaged as Console Operators.	100%
3	Assistant Site Manager appointed by the Area Manager	105%
4	Site Manager appointed by the Area Manager	115%

- 5.1.1 A New Part time or Full time Employee shall progress to grade 2 no later than at the end of their first 4 months of service. New Casual employees engaged as Console operators shall be paid at Grade 2 rate from the commencement of their employment.
- 5.1.2 Where an employee is appointed as the Assistant Site Manager, that person shall be paid not less than the rate specified for Grade 3.

5.2 Flexibility of Work

- 5.2.1 Subject to the provisions of this clause, the Company may direct an employee to carry out and the employee shall perform such duties as are either within the limits of the employee's skill, competence and training. Employees may also be required to perform duties under supervision for which training is being given.
- 5.2.2 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

5.2.3 Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times. All reviews carried out by the Company will take into account the potential impact on Occupational Health and Safety. Where possible this will be done in consultation with the workforce.

5.2.4 No employee other than a cleaner shall be required to clean lavatories where such lavatories are available for use by customers as well as employees. No employee shall be required to undertake systematic cleaning of toilets.

5.3 Mixed Function

An employee appointed by the Company to perform work for which a higher rate than the employee’s ordinary rate is prescribed by this Agreement shall be paid the higher rate for the time so worked and if so engaged for more than four (4) hours shall be paid the higher rate for the whole of the day.

5.4 Wages

5.4.1 Employees not previously covered by a Woolworths Supermarket Agreement

Weekly Employees (Full Time & Part Time) hired after 30 June 2009 and those employees who were previously paid rates of pay from the table in clause 5.4.1 in the 2007 Woolworths Petrol Agreement, will be paid in accordance with table 1 below. Relevant casual employees will be entitled to the applicable Grade 2 base hourly rate of pay plus the casual loading specified in the table in clause 8.2. A casual employee is not entitled under this Agreement to receive a loading on a loading. To avoid any doubt, casual rates will be additive not compounding. As such, casual loadings shown in the table in clause 8.2 are inclusive of applicable penalties. Wage increases in the table below shall be effective from the first full payment period on or after the nominated date in the table below.

Table 1:

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 1	\$648.35	\$659.70	\$671.24	\$682.99
Grade 2	\$682.47	\$694.42	\$706.57	\$718.93
Grade 3	\$716.60	\$729.14	\$741.90	\$754.88
Grade 4	\$784.84	\$798.58	\$812.55	\$826.77

5.4.2 Employees previously covered by a Woolworths Supermarket Agreement

Weekly employees (Full time & Part time) who were paid rates of pay from the table in clause 5.4.2 in the 2007 Woolworths Petrol Agreement and those employees in SA, NT, VIC and TAS who were previously covered by a Woolworths Supermarket Agreement will be paid in accordance with the relevant state table in table 2 below. Relevant casual employees will be entitled to the applicable Grade 2 base hourly rate of pay (Grade 4 Victoria) plus the casual loading specified in the table in clause 8.2. A casual employee is not entitled under this Agreement to receive a loading on a loading. To avoid any doubt, casual rates will be additive not compounding. As such, casual loadings shown in the table in clause 8.2 are inclusive of applicable penalties. Wage increases in the tables below shall be effective from the commencement of the first full pay period on or after the nominated date in the table below.

Table 2:

NSW/ACT

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 1	\$654.84	\$664.66	\$674.63	\$684.75
Grade 2	\$689.31	\$699.65	\$710.15	\$720.80
Grade 3	\$716.60	\$729.14	\$741.90	\$754.88
Grade 4	\$784.84	\$798.57	\$812.54	\$826.77

QLD

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 1	\$649.10	\$659.69	\$671.23	\$682.98
Grade 2	\$683.23	\$694.41	\$706.56	\$718.93
Grade 3	\$716.60	\$729.13	\$741.89	\$754.88
Grade 4	\$784.84	\$798.57	\$812.54	\$826.77

WA

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 1	\$665.66	\$675.64	\$685.78	\$696.06
Grade 2	\$700.67	\$711.18	\$721.84	\$732.67
Grade 3	\$719.63	\$730.42	\$741.90	\$754.88
Grade 4	\$784.84	\$798.57	\$812.54	\$826.77

VIC

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 5	\$663.61	\$673.56	\$683.67	\$693.92
Grade 4	\$697.74	\$708.21	\$718.83	\$729.61
Grade 3	\$735.66	\$746.69	\$757.89	\$769.26
Grade 2	\$784.84	\$798.57	\$812.54	\$826.77

TAS

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 1	\$648.35	\$659.69	\$671.23	\$682.98
Grade 2	\$689.61	\$699.96	\$710.46	\$721.11
Grade 3	\$718.81	\$729.59	\$741.89	\$754.88
Grade 4	\$784.84	\$798.57	\$812.54	\$826.77

SA/NT/BH

Grade	Rate as at date of Agreement	1 January 2011	1 July 2011	1 January 2012
Grade 1	\$652.76	\$662.56	\$672.49	\$682.98
Grade 2	\$683.35	\$694.41	\$706.56	\$718.93
Grade 4	\$716.59	\$729.13	\$741.89	\$754.88
Grade 5	\$784.84	\$798.57	\$812.54	\$826.77

5.4.3. Junior employees will be paid the following percentages of the applicable adult rates in Table 1 or Table 2.

18 years and Under	70%
19 years	80%

6. DEFINITIONS

- 6.1 "Act" means the *Fair Work Act 2009*, as amended from time to time.
- 6.2 "FWA" means Fair Work Australia;
- 6.3 "NES" means the National Employment Standards as in force from 1 January 2010 under the Act.
- 6.4 "Ordinary Pay" for the purposes of this Agreement shall mean the level of remuneration for the employee's normal average weekly number of hours of work calculated at the ordinary time rate of pay exclusive of any penalties.
- 6.5 "The Union" means the Shop Distributive and Allied Employees Association (SDA).

7. EMPLOYMENT STATUS

7.1 Probationary Period

Employment of full-time and part-time employees will be subject to a 4-month probationary period.

7.2 Full Time

7.2.1 A full time employee shall be employed for 38 ordinary hours per week, averaged over a maximum 4-week cycle.

7.2.2 Such employee, who is ready willing and available to work in accordance with this Agreement, shall be entitled to payment at the relevant rate in accordance with Clause 4, together with any other appropriate penalties specified in this Agreement.

7.3 Part Time

7.3.1 A part time employee shall be employed for an agreed lesser number of hours than 38 per week.

7.3.2. The maximum ordinary hours worked by a part time employee shall be 32 per week, or 64 averaged over a 2-week cycle, or 128 averaged over a 4-week cycle as a part of a fixed roster. This clause does not apply to employees who volunteer to work additional hours under subclause **10.2.2** and who elect to increase their core hours under subclause **10.2.4**, in excess of the above hours provided by this subclause.

7.3.3. The maximum ordinary hours worked in any week shall be 38.

7.3.4. The minimum ordinary hours worked shall be 10 per week or 20 averaged over a 2-week cycle, or 40 averaged over a 4-week cycle as a part of a fixed roster, except where agreed with the Union.

7.4 Casual

7.4.1. A casual employee shall be ready, willing and available to work the hours required by the Company and shall be paid a minimum of 3 hours work per start, except when undertaking training when the minimum will be 2 hours. A casual employee may be employed at ordinary casual rates for a maximum of 10 hours per day and 38 hours in any week, after which the provisions of **Clause 10 - Overtime** shall apply.

7.4.2. Except as specifically provided elsewhere in this Agreement the loadings payable to casual employees reflects the casual nature of their employment and encompasses and compensates casual employees for not being entitled to the leave entitlements specified in this Agreement.

7.5 Downturn in Business

7.5.1 Where there is a demonstrable downturn in business, the Company will call for volunteers to reduce hours, call for volunteers to redeploy to another site and call for volunteers to take leave of absence including unpaid leave.

7.5.2 If the required reduction in hours has still not been met and the affected employee so invites, the Company will initiate discussions with the employees potentially affected and the employee's representative of the employee's choice (which may be the Union if the employee so chooses) to see if any agreement can be reached on a reduction in hours. Provided that in the event that hours are reduced, the affected part time employees must have the first option of any hours to restore the agreed number of hours as the opportunity arises.

7.5.3. A part time employee who has the skills, ability and training to do the work will not have their hours reduced before a casual employee's hours are reduced.

7.5.4. A part time employee's hours will not be reduced by more than 20% per annum, nor below the minimum number of hours for a part time employee.

7.5.5 The employee must be advised that they have the right, if they so choose, to notify the Union of any reduction in hours proposed by the Company

pursuant to this clause. Any such reduction in hours must be with the agreement in writing of the affected employee and if requested by the employee, the Union. If there is no Agreement, the Company may refer the matter to FWA as per **Clause 34 – Dispute and Grievance Procedure**.

7.6 Temporary Weekly Employment

7.6.1 The Company may engage temporary weekly employees as either full-time or part-time employees. A temporary weekly employee shall be engaged where permanent employees are on annual leave, parental leave or other forms of leave. A temporary weekly employee may also be engaged when replacing an employee who has been appointed to other duties in a temporary capacity.

7.6.2 A temporary weekly employee is an employee who is engaged for a specific period of not more than 52 weeks nor less than 4 weeks at any one engagement, provided that such periods shall not run consecutively. Provided further that the minimum engagement may be not less than one week when the sole purpose is the replacement of an employee on annual leave or a defined period of personal leave of one week or more.

7.6.3 A temporary weekly employee shall receive all the benefits that apply to a weekly employee and shall be paid a proportionate annual leave entitlement at the time of termination.

7.6.4 Prior to commencement of a period of temporary employment, the employee shall be advised in writing of the nature of work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the temporary employment.

7.6.5 It shall be voluntary for an existing employee to accept temporary full-time or part-time employment.

7.6.6 An employee who accepts change to temporary employment shall not be disadvantaged in respect to their terms and conditions of employment.

7.6.7.Where temporary employment is offered and accepted by employees already in the employ of the Company, those employees are not employees 'engaged under a contract of employment for a specified period of time' as referred to in s.386(2) of the Act, but are continuing employees.

7.6.8.Where an existing employee varies their employment contract to a temporary employment contract, such an employee shall, at the conclusion of the temporary employment period, revert to a position of employment, which is no less advantageous to the employee than that which existed immediately prior to the temporary employment.

7.6.9.Any temporary employment in the case of an employee already in employment with the Company shall be continuous for all purposes of this Agreement including length of service.

8. SPREAD OF HOURS & PENALTIES

Ordinary hours may be rostered on any day at any time Monday to Sunday, subject to **Clause 51 – Savings**.

8.1 Weekly Employees

Span of Hours – Weekly Employees	Loading
Monday to Friday 12 midnight to 5am	30%
Midnight Friday to 6am Saturday	30%
9pm Saturday to Midnight Saturday	25%
Midnight Saturday to 6am Sunday	100%
6am Sunday to 9pm Sunday	50%
9pm Sunday to Midnight Sunday (excluding VIC/TAS employees)	75%
9pm Sunday to Midnight Sunday (VIC/TAS employees only)	100%

8.2 Casual Employees

Casual employees will be entitled to the applicable Grade 2 base hourly rate of pay derived from the tables in clause 5.4 (Grade 4 in the Victoria table) plus the casual loading specified in the table below. A casual employee is not entitled under this Agreement to receive a loading on a loading. To avoid any doubt, casual rates will be additive not compounding. As such, casual loadings shown in the table below are inclusive of applicable penalties. For example, if a casual employee works for one hour between 12 midnight and 5 am Monday to Friday, the casual employee will be paid the applicable base hourly rate of pay plus 50%.

Span of Hours – Casual Employees	Loading
Monday to Friday 5am to midnight	21.5%
Monday to Friday 12 midnight to 5am	50%
Midnight Friday to Midnight Saturday	57.5%
Midnight Saturday to 6am Sunday	120%
6am Sunday to 9pm Sunday	70%
9pm Sunday to Midnight Sunday (excluding VIC/TAS employees)	95%
9pm Sunday to Midnight Sunday (VIC/TAS employees only)	120%

9. ROSTERS

9.1 Full Time and Part Time Employees

9.1.1 Change of Rosters

9.1.1.1 Weekly employees (Full-Time and Part-Time) shall be notified in writing of their weekly and daily working hours 14 days in advance. Rosters may be changed by agreement or by the giving of 14 days notice or such lesser notice as may be agreed. Rosters shall not be continuously changed at the end of each cycle or to avoid obligations under this Agreement. Hours of work shall be continuous except for breaks.

9.1.1.2 When establishing or changing rosters, the Company will have regard for family responsibilities, study commitments and for whether or not the employee has safe transport home. "Family" in this context means "immediate family" as defined in **Clause 18.1** of this Agreement - Compassionate Leave, or a member of the employee's household.

9.1.2 Working Cycles for Full-time Employees

The ordinary hours of work shall be rostered:

9.1.2.1 Over 5 days per week except a maximum of 6 days may be worked in any week provided it is followed by a maximum of 4 working days in the following week; and

9.1.2.2 The minimum number of hours per day shall be 4. The maximum number of hours worked on any day without the payment of overtime shall not exceed 10.

9.1.2.3 There be a minimum of 2 consecutive days off per week or 3 consecutive days per fortnight, by mutual agreement they need not be consecutive.

9.1.2.4 Once every 4 weeks, an employee who works ordinary hours on each Sunday shall be rostered off for three consecutive days, which shall include a Saturday and a Sunday. By mutual agreement, alternative arrangements may apply.

9.1.2.5 Such other arrangements as may be agreed between the Company and the Union.

9.1.3 Working Cycles for Part time Employees

9.1.3.1.The minimum engagement for a part time employee shall be 3 consecutive hours per day.

9.1.3.2 Rostered hours shall be worked on not more than 5 consecutive days in each week, there being 2 consecutive days off per week or 3 consecutive days off per fortnight, except where mutually agreed a 6 day/4 day roster can apply.

9.1.3.3 An employee may be rostered to work up to a maximum of 10 hours on any shift.

9.2 Casual Employees

9.2.1 Casual employees, where practicable, shall be notified in writing, not later than Saturday of each week, of the anticipated days and hours of work for the following week.

9.2.2 Casual employees who are rostered to work a specific number of hours on a day and who are sent home early shall be paid for the full number of hours rostered.

9.2.3 Start times may be changed by the Company if contact is made prior to the employee's arrival for work.

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

9.3 General

9.3.1 The Pay Week will be from Monday to Sunday. Any shift commencing at midnight shall be deemed to be a shift on the day occurring after midnight.

9.3.2 Employees cannot be rostered to work more than 6 consecutive days.

9.4 Additional Shifts

9.4.1 Part-time and casual employees shall only work an additional shift each day on a voluntary basis provided that:

9.4.1.1 No more than two engagements shall be worked on any one day;

9.4.1.2 A minimum of 3 hours work shall apply for the original rostered shift and 3 hours for the additional shift;

9.4.1.3 A minimum break of not less than 2 hours shall apply between the cessation of the original rostered shift and the commencement of the additional shift;

9.4.1.4 The maximum hours of work per day shall not exceed 10 hours;

9.4.1.5 Where a second engagement occurs on any one day, a 10 hour break shall be observed between the cessation of work on that second shift and the commencement of the next shift; and

9.4.1.6 The arrangement shall be on a voluntary basis where the employee may revoke the agreement to work an additional shift provided that reasonable notice is given to the Company.

10. OVERTIME

10.1 Full Time & Casual

10.1.1 A full time employee who works in excess of their rostered ordinary hours or a casual employee who works in excess of 10 hours on any day or 38 hours in any week, or more than 6 consecutive days shall be paid overtime, at the rate of 150%, for the first 2 hours and 200% thereafter. Each day's overtime shall stand alone. When double time becomes payable, it shall continue until the completion of overtime.

10.1.2 A full time employee who works a 6th shift as overtime, or who works on their R.D.O., being the 20th day of a 19 day month, shall be paid 200% for all hours so worked on such day.

10.2 Part Time

10.2.1 This subclause (10.2) operates subject to clauses **8. SPREAD OF HOURS AND PENALTIES, 9. ROSTERS, 10. OVERTIME, 11. MEAL BREAKS AND REST PERIODS, 12. ALLOWANCES, 14. PERSONAL LEAVE, 15. ANNUAL LEAVE, 22. PUBLIC HOLIDAYS** and, where applicable, they shall apply to hours worked under this subclause.

10.2.2 A part time employee who works in excess of their contracted hours shall be paid as follows:

10.2.2.1 In conjunction with, or in addition to any rostered shift and on a voluntary basis, a part-time employee may be offered on a voluntary basis additional hours up to a maximum of 38 hours in any week.

- 10.2.2.2** If accepted, the additional hours shall be paid at the employee's ordinary part-time rate, subject to any relevant penalties and provisions provided in the clauses in paragraph **10.2.1** above.
- 10.2.2.3** Part-time employees who, by mutual agreement, accept additional hours at the ordinary rate of pay, do so on the basis of such additional hours being included in the calculation of:
- 10.2.2.3.1** Entitlements to personal leave and annual leave and long service leave.
- 10.2.2.3.2** Annual Leave and personal leave entitlements for part-time employees shall be calculated pro-rata, based on the entitlements for full-time employees.
- 10.2.2.3.3** Leave entitlements for part time employees shall be calculated on a weekly basis.
- 10.2.3** For part-time employees who by mutual agreement accept additional hours at the ordinary rate of pay outside their normally rostered shifts must sign an "Adjustment Sheet"
- 10.2.3.1** The Adjustment Sheet shall indicate any additional hours the employee has worked outside his or her normally rostered shifts;
- 10.2.3.2** The entry must be signed and dated by the employee and the manager;
- 10.2.4** The Company shall communicate on the anniversary date of each Part-Time employee the additional hours worked on average in the anniversary year by the employee, who may elect to increase their core hours for the subsequent anniversary year. Hours worked at Petrol Sites other than the employees "home site" shall not be included for the purposes of this calculation.
- 10.2.4.1** The increase in core hours for the subsequent anniversary year is calculated on the average number of ordinary hours worked per week by the employee over the previous year.
- 10.2.4.2** The increase in core hours is averaged over the subsequent anniversary year, on a weekly basis.
- 10.2.4.3** The core hours shall continue to increase on a yearly basis, unless the part-time employee works only their core hours in an anniversary year.
- 10.2.5** Where the employee achieves core hours of 36 hours per week, the employee may elect to go to full time employment subject to business operating requirements. This sub-clause applies where the employee worked an average of 36 hours, or more, per week in the previous anniversary year.
- 10.2.6** Subject to paragraph **10.3** a part-time employee who works:
- 10.2.6.1** in excess of 5 days in any week (or in excess of 6 days where the employee is on a 6 day/4day rotating roster); or

10.2.6.2 in excess of 10 hours on any shift; or

10.2.6.3 in excess of 38 hours in any week;

shall be paid at the rate of 150% for the first two hours on any day or shift and 200% thereafter.

10.2.7 It is not the intent of this subclause, **10.2 Part Time**, to prevent the operation of subclause, **10.4 Reasonable Overtime**.

10.3 Sunday - All Employees

The rate payable for all overtime worked on a Sunday, by any employee, full-time, part-time or casual, shall be 200% of the employee's ordinary rate of pay.

10.4. Reasonable Overtime

10.4.1 The Company may require any employee to work reasonable overtime, at overtime rates other than on a public holiday (whether it be an actual or substitute Public Holiday), and such employee shall work overtime in accordance with such requirement.

10.4.2 When requiring overtime to be worked the Company will have regard for whether or not the employee has safe transport home.

10.4.3 An employee may refuse to work reasonable overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable, having regard to:

10.4.3.1 the employee's personal circumstances including any family responsibilities;

10.4.3.2 the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and

10.4.3.3 any other relevant matters.

10.5 Time Off In Lieu

Time off in lieu of payment for overtime may be provided if an employee so elects and it is agreed by the Company.

10.5.1 Such time off in lieu must be taken at a mutually convenient time and within four weeks of the overtime being worked or, where agreed between the employee and the Company, may be accumulated and taken as part of annual leave.

10.5.2 Time off in lieu must equate to the overtime rate. For example, if the employee works one hour of overtime and elects to take time off in lieu of payment the time off would equal one and a half hours or, where the rate of pay for overtime is double time, two hours.

10.5.3 The Company shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the Agreement, for any overtime worked where such time off has not been given within four weeks of accrual.

10.6 Call Back

Where employees are called back to work for some unforeseen emergency, including the resetting of alarms, the employee shall be paid overtime at the appropriate rate for a period of not less than two hours on each occasion, inclusive of travelling time to and from the employee's home. This provision will operate to the exclusion of subclause 9.4.1.5.

11. MEAL BREAKS AND REST PERIODS

11.1 Meal Breaks

11.1.1 An employee shall not work more than 5 hours without taking a meal break, nor shall they be required to commence a meal break before they have worked three hours. Meal breaks are not to be taken within one hour of ceasing work.

11.1.2 The meal break shall be an unpaid period, either, of not less than 45 minutes and not more than 1 hour, as directed by the Company or of such lesser period of not less than 30 minutes as may be agreed between the employee and Company.

11.1.3 Where the majority of a shift of any employee is worked after midnight, including a shift starting at midnight or later, such employee shall be entitled to a paid meal break of 30 minutes. Rostered starting times shall not be altered for the purpose of avoiding a paid meal break.

11.2 Rest Periods

11.2.1 All employees working 7 hours or more per day shall receive 2 paid rest periods of 10 minutes. The first rest period to be taken between the time of starting work and the meal break, the second rest period to be taken between the meal break and the normal finishing time.

11.2.1.1 Provided that where an employee is entitled to a second meal break, the second rest period may be taken either between the 1st and 2nd meal break, or between the second meal break and the normal finishing time. In any case, the employee will only be entitled to 2 rest periods and not 3.

11.2.2 All employees working 4 hours or more but less than 7 hours per day, shall receive 1 paid rest period of 10 minutes, to be taken either between the normal commencing time and the meal break or between the meal break and the normal finishing time, whichever has the greater duration.

11.2.3 All employees shall have a break of not less than 10 hours between the end of work commencing on one day and the commencement of work on the next. In the event that an employee resumes work without having a 10-hour break from work, the employee shall be paid at the appropriate overtime rate until released from duty for such 10-hour break.

11.2.4 Tea breaks are not to be given within one hour of commencing or ceasing work or within one hour of a meal break.

11.2.5 Employees are permitted to have bottles of water at the console for consumption during their shift.

11.3 Customer Service to be maintained during breaks

Meal and Rest Breaks shall be taken in the following manner:

- 11.3.1** An employee who is working alone at a Petrol Site at the time a rest break or meal break is due under subclause 11.1. – *Meal Breaks* and/or subclause 11.2 – *Rest Periods* of this Agreement shall be given a 10-minute period for a rest break or 30-minute period for a meal break as appropriate, during which customer service shall be maintained. Such breaks shall be counted and paid for as time worked.
- 11.3.2** In any circumstances other than those described in clause 11.3.1 above, the normal provisions for meal breaks and rest breaks as provided in subclause 11.1 – *Meal Breaks* and subclause 11.2 – *Rest Periods* of this Agreement shall apply. Provided that an employee who genuinely volunteers may, with the agreement of the Petrol Site Manager, take meal breaks or rest breaks in accordance with 11.3.1 above.
- 11.3.3** Where an employee who was employed in a supermarket is transferred at the Company's request to work in a Petrol Site the provisions of paragraph 11.3.1 above shall not apply. Instead, the normal provisions for meal breaks and rest breaks as provided in subclause 11.1 – *Meal Breaks* and subclause 11.2 *Rest Periods* of this Agreement shall apply. Provided that an employee who genuinely volunteers may, with the agreement of the Petrol Site Manager, take meal breaks or rest breaks in accordance with 11.3.1 above. If an existing Woolworths Supermarket employee initiates a transfer into the Petrol division, the employee will be fully informed of the terms and conditions of the current Woolworths Petrol Agreement before the transfer is approved. The current Woolworths Petrol Agreement will then and will be immediately applicable to that employee at the time the approved transfer takes effect.
- 11.3.4** The Company shall provide facilities at the Petrol Site to enable the breaks described in 11.1 – *Meal Breaks* and 11.2. – *Rest Periods* above to be taken, including coffee, tea, milk, boiling water and sugar.

12. ALLOWANCES

12.1 Meal Allowance

- 12.1.1** An employee who works a minimum of 1 hour overtime without 24 hours notice, or where the working of overtime extends the worked shift beyond 10 hours (without the aforementioned notice), then a meal allowance as detailed in the table below shall be paid:

Meal Allowance			
Rate applicable as at date of Agreement	1 Jan 2011	1 July 2011	1 Jan 2012
\$11.70	\$11.91	\$12.12	\$12.33

Where an employee is rostered for a 10-hour shift, the payment of a meal allowance will apply after the working of one additional hour.

- 12.1.2** The meal allowances specified in this clause shall not be payable where an acceptable meal is provided nor where the employee may reasonably return home.

12.2 Transport Allowance

Where an employee is required to use their own motor vehicle in the performance of their duties, which may include ad hoc “price checks” authorised by the Area Manager, Regional Manager, National Pricing Manager or National Operations Manager, the employee will receive payments as set out below.

This does not include “price checks” on an employee’s normal travel to and from work where an employee agrees to conduct such checks, however, if the employee deviates from his/her normal route on request from higher Management, he/she is entitled to claim the allowance outlined as follows.

Vehicle Engine Size	Cents per km			
	Rate applicable as at date of Agreement	1 Jan 2011	1 July 2011	1 Jan 2012
Less than 1600cc	\$0.61	\$0.62	\$0.63	\$0.64
1601 – 2600cc	\$0.72	\$0.74	\$0.75	\$0.76
More than 2600cc	\$0.75	\$0.76	\$0.77	\$0.79

12.3 WA Location Allowance

The provisions of Appendix A to this Agreement with respect to Location Allowances shall apply to all employees engaged under the terms of this Agreement at workplaces in locations specified in Appendix A. Notwithstanding this, to be entitled to payment for the rate for a “dependant” or “partial dependant” as defined in Appendix A, the employee shall forward to the Company upon engagement and, thereafter, at each twelve month anniversary of hire, a statutory declaration (or other such reasonable proof) that the employee has dependants or partial dependants. Failure to provide such proof shall entitle the Company to pay the employee the minimum rate prescribed by Clause 1 of Appendix A.

13 EXCESS FARES AND TRAVELLING TIME

13.1 An employee who on any day is required to work at a place away from his/her usual place of employment, for all time reasonable spent in reaching and returning from such place (in excess of the time normally spent in travelling from his/her home to his/her usual place of employment and returning), shall be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between his/her home and his/her usual place of employment.

13.2 Where the Company provides transport from a pick up point, an employee shall be paid travelling time for all time spent travelling from such pick up point and return thereto.

13.2.1 The rate of pay for travelling time shall be the ordinary time rate except on Sundays and holidays when it shall be time and a half.

14 PERSONAL LEAVE

Full time and part-time employees are entitled to personal leave in accordance with the Act. Full time and part-time employees are also entitled to personal leave under this clause to the extent that it provides a greater benefit than the Act. The leave

benefits in this clause are inclusive of, and not in addition to, any entitlement to personal leave under the Act arising in respect of the same circumstances.

14.1 A Full Time employee shall be entitled to 11 days on commencement and thereafter upon the anniversary of each year of continuous employment.

14.2 Part Time employees shall be entitled to Personal Leave on a pro-rata basis. Where the number of hours worked vary throughout the course of the year, entitlements to Personal Leave shall be calculated upon the average number of rostered hours worked during the year of accrual.

14.3 An employee's unused Personal Leave entitlement from any year shall accrue to the following year.

14.4 Personal leave is available to a permanent employee for:

- personal illness or injury; or,
- to provide care or support to a member of the employee's immediate family or household: who requires care or support due to a personal illness, or injury; or who requires care or support due to an unexpected emergency affecting the member.

The entitlement to use personal leave in accordance with this subclause is subject to the employee being responsible for the care of the person concerned, and the person concerned being either a member of the employee's immediate family or household.

The term "**immediate family**" includes:

- A spouse (including former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as the partner of the employee on a bona fide domestic basis, although not legally married to that person.
- A child or an adult child (including an adopted child, a stepchild or an ex nuptial child or a child for which the employee is a guardian) parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

An employee shall not be entitled to be paid Personal Leave for any period in respect of which they are entitled to worker's compensation.

14.5 Permanent employees are entitled to use 24 hours of their accrued Personal Leave entitlement per year to attend to personal matters including pre-natal medical appointments.

14.6 Permanent employees may take Personal Leave on an hourly or daily basis as required and subject to approval.

14.7 Personal leave is subject to the following conditions and limitations:

- (a) It is expected that the employee will, as far as possible, inform the Company of the inability to attend for work prior to the commencing time, and as far as may be practicable, state the reason for the absence and the estimated duration of the absence;

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

Documentation means:

(i) if it is reasonably practicable to do so - a medical certificate issued by a registered health practitioner as defined in the Act;

(ii) if it is not reasonably practicable to provide the Company with a medical certificate, a statutory declaration made by the employee shall suffice.

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

(d) The Documentation must meet the requirements of the Fair Work Act 2009

14.8 Unpaid Carer's Leave for Casuals

A casual employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion that a member of the employee's immediate family or household requires care and support due to that person being ill, injured or affected by an unexpected emergency.

15. ANNUAL LEAVE

15.1 All full time employees are entitled to 152 hours annual leave, exclusive of Public Holidays, on ordinary pay.

15.1.1 All full-time employees in Broken Hill shall be entitled to accrue an additional period of annual leave equal to 38 hours over the course of each 12 months of continuous service (with the additional leave accruing at the rate of 3.116 hours per month of continuous service).

15.2 Part time employees are entitled to a pro-rata quantum of annual leave based on the provisions of paragraph 15.1., above excluding hours worked as overtime pursuant to *Clauses 10.2.6, 10.2.7 and Clause 10.3 Sunday – All Employees.*

15.2.1 Part-time employees in Broken Hill shall accrue an additional period of annual leave on a pro-rata basis relative to their weekly ordinary hours.

15.3 The Company shall pay to an employee their ordinary time earnings and applicable loadings for the period of absence, in the normal weekly pay cycle.

15.4 At the time of taking annual leave, full time or part time employees shall be entitled to an additional loading of 17.5% on the rate of wage prescribed in Clause 5.4. of this Agreement.

15.4.1 Provided that, if the amount to which the employee would have been entitled by way of loadings for certain ordinary hours (not including time on a public holiday) which the employee would have worked during the period of

the holiday exceeds the loading calculated in accordance with subclause 15.4, then that amount shall be paid to the employee in lieu of the loading.

15.4.2 Provided that in Victoria, all employees engaged before 1 July 2010 shall receive the amount to which the employee would have been entitled by way of loading for certain ordinary hours (not including time on a Public Holiday) which the employee would have worked during the period, plus the loading calculated in accordance with sub-clause 15.4. All Victorian employees engaged from 1 July 2010 onwards will be subject to clause 15.4 and 15.4.1 above where the greater of ordinary time loadings or the 17.5% annual leave loading will apply.

15.5 Any annual leave not taken will be paid out on termination of employment.

15.6 An employee and the Company may agree to defer payment of annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

15.7 Consideration will be given to employee's leave requests to assist in leave coinciding with a spouse's leave.

15.8 Where any public holiday provided by this Agreement falls within the period of an employee's annual leave that period of leave shall be increased by one day for each such public holiday.

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

A period of illness will be taken as personal leave as provided elsewhere in the Agreement and paid as ordinary time.

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

15.10 Where possible, Annual Leave requests submitted by employees will be considered and responded to within a 2-week period from the date that the Line Manager received the request.

16. LONG SERVICE LEAVE

Entitlements to Long Service Leave for employees covered by this Agreement shall be in accordance with the relevant State or Territory legislation, as applicable.

17. PARENTAL LEAVE

17.1 Parental Leave shall mean unpaid Maternity, Paternity or Adoption Leave.

17.2 Parental Leave will be available according to the Act. The 1990 AIRC Test Case (Print J3596) principles will apply for part time work.

17.3 A copy of these Parental Leave provisions will be placed on Storenet.

17.4 On request, the Company will provide an employee with a copy of the Parental Leave provisions.

- 17.5** In addition to the Parental Leave provisions above, a casual employee who has been employed by the Company for at least one year and works a minimum of one start per week or works regular hours on regular days will be entitled to Parental Leave.
- 17.6** Employees may elect to use their Long Service Leave for Parental Leave and this may be taken in the usual way or at half pay for double the Leave.
- 17.7** Employees may be engaged, on a strictly voluntary basis, on a casual basis, except while on a period of paid Parental Leave under a Government scheme, during periods of Parental Leave. Such engagements shall be paid at the appropriate hourly rate in lieu of all Leave entitlements and shall not be included as service for any such accruals and will not extend the period of Parental Leave beyond the originally approved period of Leave.
- 17.8** A full time employee returning to work after taking Parental Leave will be entitled to return to work as a part time employee if it is their preference to do so, subject to the Company's operational requirements.
- 17.9** On returning to work after Parental Leave due consideration will be given to the employee's family responsibilities when establishing their roster times. Subject to the Company's operational requirements employees returning to work after Parental Leave will have the right to return to the roster they worked immediately before commencing a period of Parental Leave.

18. COMPASSIONATE LEAVE

Full time and part time employees are entitled to compassionate leave in accordance with the Act. Full time and part time employees are also entitled to compassionate leave under this clause to the extent that it provides a greater benefit than the Act. The leave benefits in this clause are inclusive of, and not in addition to, any entitlement to compassionate leave under the Act arising in respect of the same circumstances.

- 18.1** Full time and part time employees are entitled to a maximum of 5 days paid compassionate leave on each occasion an employee is required to be absent from work due to the death of the employee's spouse (including de-facto spouse), parent (including step parent and foster parent), child (including foster child and step child), brother, sister, or guardian.
- 18.2** A maximum of 3 days paid leave on each occasion the full time or part time employee is absent from work due to the death of the employee's brother in law, sister in law, ex spouse, parents in law, grandparents, grandparents in law, grandchildren, uncle, aunt, niece, nephew, cousins, or de-facto parents in law.
- 18.3** A maximum of 2 days paid leave on each occasion the full-time or part-time employee is absent from work due to the death of a member of the employee's household.
- 18.4** In addition to the provisions above, a full-time and part-time employee is entitled to a maximum of 2 days paid Compassionate leave for the purposes of spending time with a person who is a member of the employees immediate family or household and has a personal illness or injury that poses a serious threat to his/her life.
- 18.5** Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia.

18.6 In instances where a period of compassionate leave is taken by an employee for the purpose of spending time with a member of the employee's immediate family or household in circumstances as defined above, compassionate leave may be taken as a single unbroken period of 2 days, or 2 separate periods of 1 day each, or any separate periods of up to 2 days to which the employee and the Company agree.

18.7 Upon request by the Company, an employee must provide documentation as soon as reasonably practicable, to be entitled to paid compassionate leave. Documentation means any written evidence the Company reasonably requires of the illness, injury or death of the member.

18.8 The documentation must meet the requirements of the Fair Work Act 2009.

18.9 The provisions of this clause shall not apply if the employee is on any other period of leave.

19. LEAVE OF ABSENCE

19.1 Where a full-time or part-time employee proceeds on authorised unpaid leave of absence of one week's duration or more, all entitlements to annual leave, personal leave, or long service leave will be frozen from the date of commencing such leave to the date of returning from such leave.

19.2 Provided that:

19.2.1 Such unpaid leave is taken in accordance with Company Policy and approved prior to the commencement of such absence.

19.2.2 Such absence shall not break continuity of employment for the employee concerned.

20. BLOOD DONORS

20.1 A full time or part time employee shall be entitled to be absent with pay for up to 2 hours, on not more than 4 occasions each year for the purpose of donating blood.

20.2 Provided that the absence shall be on a day suitable to the Company and it be as close as possible to the beginning or ending of ordinary working hours.

20.3 The employee shall notify the Company as soon as possible of the date and time the employee is required to donate blood and that upon request shall provide proof, satisfactory to the Company, of the actual attendance of the employee at a recognised place for the purpose of donating blood.

21. JURY SERVICE

A full time and part time employee's entitlement to jury service pay will be in accordance with the Act. Full time and part time employees are also entitled to jury service pay under this clause to the extent that it provides a greater benefit than the Act. The benefits in this clause are inclusive of, and not in addition to, any entitlement to jury service pay under the Act arising in respect of the same circumstances.

21.1 A full time or part time employee required to attend Jury Service during his/her ordinary working hours, shall be paid an amount equal to the difference between

the amount paid for his/her attendance at jury service and his/her ordinary pay for that period, inclusive of any penalties.

- 21.2** An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service and upon request, shall provide proof, satisfactory to the Company, of his/her attendance on jury service and of the amount received.
- 21.3** While on jury service, an employee will not be required to attend work until completion of jury service.
- 21.4** An employee on a roster including weekend work shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.
- 21.5** An employee required to attend for jury service during a period of annual leave will, upon producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.

22. PUBLIC HOLIDAYS

- 22.1** All full-time and part-time employees, including temporary weekly employees, shall be entitled to the following public holidays without deduction of pay:

- 22.1.1** New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

- 22.1.2** Labour Day, Anzac Day and Queen's Birthday as prescribed in the relevant States, Territories and localities.

- 22.2** The following days shall be taken in addition to the days specified in subclause 22.1:

- 22.2.1** In WA, Foundation Day (as prescribed in WA);

- 22.2.2** In the ACT, Canberra Day (as prescribed in the ACT); and in addition, Family and Community Day as prescribed in the ACT;

- 22.2.3** In NSW, Picnic Day (which shall be the first Tuesday in November each year); and

- 22.2.4** In Queensland, Exhibition Day or the appropriate Regional Show Day (as prescribed in Queensland).

- 22.2.5** In Victoria, in addition Melbourne Cup Day (as prescribed in VIC). Provided that where a local day is declared or prescribed or legislated in the locality outside the metropolitan area and Melbourne Cup Day is not declared or prescribed or legislated in the locality then the local day shall be taken as a Public Holiday in lieu of Melbourne Cup Day.

- 22.2.6** In South Australia, in addition Adelaide Cup Day (as proclaimed in SA).

- 22.2.7** In Tasmania, in lieu of Easter Saturday, Royal Hobart Regatta Day (south of Oatlands) (as declared in TAS) or Recreation Day (as declared in TAS and where Hobart Regatta Day is not declared), but not both.

- 22.2.8** In NT, in addition Picnic Day (as declared in NT).

22.2.9 Provided that a day, or kind of day, that is excluded by the Act or the *Fair Work Regulations (Regulations)*, will not be counted as a public holiday for the purpose of this clause 22.2.

22.3 All full-time and part-time employees, including temporary weekly employees, shall be entitled without deduction of pay to an additional public holiday or part-day holiday in a State or Territory or locality when such public holiday or part-day holiday is declared, prescribed or legislated by the authority of the Commonwealth, State or Territory Government and such declared, prescribed or legislated holiday or part-day holiday is to be observed generally throughout the State, Territory or a locality.

22.4 NSW, ACT, SA, NT, Queensland and WA:
Work on a public holiday is voluntary for all employees. However, where sufficient staffing levels are not attained for a public holiday, the Company may direct an employee to work their normal roster (or part thereof) on the public holiday. Provided that, the Company must take into account the employee's family responsibilities and any other reasonable grounds the employee may have for not working on that public holiday, when directing an employee to work in accordance with this clause.

22.4.1 Victoria and Tasmania:

Work on a public holiday is voluntary for all employees.

22.5 If an employee elects to work, or is required to work in accordance with subclause 22.4, on any of the public holidays named above (with the exception of Picnic Day), he or she shall be paid at the rate of double time and a half for all time worked with a minimum payment as for three hours.

22.5.1 Casual employees working on any of the public holidays named above (with the exception of Picnic Day) shall be paid at the rate of 270% with a minimum payment as for three hours. Casual employees shall not be entitled to Picnic Day.

22.5.2 Picnic Day shall be treated as paid time off or pay in lieu but work performed on that day shall not attract public holiday penalty rates.

22.5.3 Where a weekly employee volunteers to work on Picnic Day, such employee shall be entitled to the following provisions:

- another day off without loss of pay;
- such alternate day shall be given and taken not later than 28 days after the Picnic Day on a day mutually agreed between the Company and the employee;
- where an employee's employment terminates prior to the taking of such alternate day, the employee shall receive an additional day's pay on termination.

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

22.5.4 Employees on Annual Leave or Long Service Leave on Picnic Day shall have an additional day added to their next period of annual leave.

22.6 A full time employee, or part time employee working 20 starts per four week cycle or an alternating roster, whose non-working day falls on a holiday, shall be paid by mutual agreement either:

- i. payment of an additional day's wages,
- ii. addition of one day to the employee's annual holidays; or
- iii. another day may be allowed off with pay to the employee within twenty-eight days after the holiday falls, or during the week prior to the holiday.
- iv. For the purpose of this paragraph for full-time employees "day" shall mean 8 hours and for part time employees the average daily hours for the days worked over that 20-day cycle. Provided that this sub clause shall not apply to Anzac Day, and Easter Saturday in the case of an employee who works only Monday to Friday.

22.7 Time off in lieu of payment of the penalty rate prescribed for work on a public holiday pursuant to this clause may be provided if an employee so elects and it is agreed by the Company.

22.7.1 Such time off in lieu must be taken at a mutually convenient time and within four weeks of the public holiday or, where agreed between the employee and the Company, may be accumulated and taken as part of annual leave.

22.7.2 Time off in lieu must equate to the penalty rate. For example, if the employee works three hours on a public holiday and the additional penalty rate is time and a half and the employee elects to take time off in lieu of payment the time off would equal 4.5 hours.

22.8 For the purposes of this clause, where a shift falls partly on a public holiday, the shift that commences on the public holiday shall be regarded as the holiday shift. Provided that an employee who is not required to work or who elects not to work on a public holiday shift shall be entitled to be absent without loss of pay.

22.9 Any permanent employee whose roster is changed with the intent of avoiding or reducing payment due or benefits applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a payment or benefit for a public holiday(s) shall be paid for such holiday(s) as if the roster had not been changed.

22.10 Public Holidays at Christmas, New Year and Australia Day:

22.11.1 Public holiday entitlements under this clause for Christmas Day, Boxing Day, New Years Day and Australia Day shall be observed on the actual day each year, as follows:

- (a) Christmas Day: 25 December
- (b) Boxing Day: 26 December
- (c) New Years Day: 1 January
- (d) Australia Day: 26 January

22.11.2 In the event that the Commonwealth, State or Territory Government declares, prescribes or legislates a substituted day(s) to be observed as a

public holiday(s) in lieu of the actual day(s) specified in subclause 22.11.1, then employees shall be entitled to the benefits provided in this clause on the day(s) specified in subclause 22.11.1 for those public holiday(s) and not on the substituted day(s) otherwise declared, prescribed or legislated.

22.11 Provided the reasonable requirements of staffing levels for a site are met, requests by weekly employees to not be rostered to work and to take accrued annual leave on Easter Sunday shall not be unreasonably refused. Provided that where the Company is unable to obtain sufficient volunteers to work, the Company can direct an employee to work the employee's normal roster.

23. NATURAL DISASTER LEAVE

23.1 Where flooding, earthquake and bush fires occur, or are imminent, employees shall be allowed to leave work to care for their family or property where there is a genuine risk.

23.2 All fulltime and part-time employees will receive up to 5 days paid leave if there is a reasonable and justified reason that an employee is unable to attend work due to a natural disaster.

23.3 Where a yellow alert is announced, employees with children will be allowed to leave work to care for their children sent home from school. Time away from work is unpaid and the entitlement to leave to care for children will only apply during the school term.

23.4 Where a yellow alert is announced, the Company shall have regard for the needs for employees to ensure that appropriate arrangements are made for dealing with the emergency, provided that employees shall be expected to exercise a reasonable degree of foresight and responsibility with regard to making adequate provision for the emergency.

24. DEFENCE FORCE SERVICES LEAVE

Full time and part time employees are entitled to community service leave in accordance with the Act. Full time and part time employees are also entitled to community service leave under this clause and clause 25 to the extent that it provides a greater benefit than the Act. The leave benefits in this clause and clause 25 are inclusive of, and not in addition to, any entitlement to community service leave under the Act arising in respect of the same circumstances.

24.1 A full time or part time employee shall be allowed leave of up to 2 weeks maximum per calendar year to attend Defence Forces Reserve approved training camps.

24.2 During such leave, full time or part time employees who are required to attend 48 time training shall be paid an amount equal to the difference between the payment received in respect of their attendance at the camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.

24.3 To receive payment, an employee shall provide to the Company proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.

24.4 Employees seeking to take Reserve Forces Leave must provide notice to the Company at least 1 month prior to the period of training. The notice should detail the start and finish dates for training.

25. EMERGENCY SERVICES LEAVE

- 25.1 Full time and part time employees involved in recognised voluntary services including SES and fire fighting shall be entitled to up to 2 weeks paid time off to attend to emergency situations.
- 25.2 It shall be the responsibility of the employee to keep the Company informed about the time off needed to attend to emergency duties.
- 25.3 To receive payment, an employee shall provide the Company proof of attendance to the emergency situation

26. PAYMENT OF WAGES

- 26.1 All wages due shall be paid weekly or fortnightly not later than Wednesday following the end of the pay period. Provided that where Monday is a Public Holiday in the week in which wages are paid, they shall be paid not later than Thursday.
- 26.2 Wages must be paid by Electronic Funds Transfer into a bank or similar account nominated by the employee.
- 26.3 Where ordinary hours of a full-time employee fluctuate from week to week as a result of working a particular roster then wages shall be averaged over that cycle. In the case of full time employees working outside the spread of hours provided in Clause 8., 100% of the ordinary hourly rate shall be averaged over the cycle and additional penalties provided in Clause 8 shall be averaged so far as is practicable.
- 26.4 Payment of wages and other entitlements upon termination shall be made by E.F.T. within 7 days of termination.

27. TERMINATION OF EMPLOYMENT

- 27.1 For the purposes of this clause termination of employment shall include terminations with or without notice.

27.2 Notice of Termination by The Company

- 27.2.1 In order to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 27.2.2 In addition to the notice in *clause 27.2.1.* hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years of continuous service, shall be entitled to an additional week's notice.

- 27.2.3 Payment in lieu of the notice prescribed in *clause 27.2.1.*and *27.2.2* hereof shall be made if the appropriate notice period is not given.

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

27.2.4 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary hours of work during the period of notice had his or her employment not been terminated (even if they are not standard hours) and the amounts ordinarily payable to the employee in respect of those hours including allowances and loading and penalties and other amounts payable under the employee's contract of employment shall be used.

27.2.5 The period of notice in this clause shall not apply where an employer or an employee has been guilty of misconduct, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

27.2.6 For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by *Clause 30 - Continuity of Service*, below, of this Agreement.

27.3 Notice of Termination by Employee

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

27.3.2 Subject to financial obligations imposed on the Company by any Act, if an employee fails to give notice the Company shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice from any money due to the employee under this Agreement.

27.4 Termination Immediately Prior to Holiday

Subject to Clause 22, Public Holidays, an employee after more than two weeks employment whose employment is terminated by the Company on the business day preceding a holiday or holidays, other than for misconduct, shall be paid for such holiday or holidays.

27.5 Termination Prior to Christmas

Notwithstanding the provisions of clause 27.4, an employee engaged on or after 1 December in any year whose employment finishes before Christmas Day and who is not re-employed within four weeks of Christmas Day by the same Company is not entitled to payment for the Christmas holidays.

27.6 Time Off During Notice Period

Where the Company 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 Company.

27.7 Statement of Employment

The Company 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 his/her employment and the classification of or the type of work performed by the employee.

27.8 Abandonment of Employment

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

28. INTRODUCTION OF CHANGE

28.1 Company's Duty to Notify

28.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union.

28.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

28.2 Company's Duty to Discuss Change

28.2.1 The Company shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in *clause 28.1. Company's Duty To Notify*, above, 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 the Union in relation to the changes.

28.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in *clause 28.1.1* above.

28.2.3 For the Purpose of such discussion, the Company shall provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to effect employees provided that any the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interests. Provided that no information about individual employees is to be provided to the Union or any representative of the Union which is contrary to the Act and its Regulations, unless consented to by the employee or required or authorised by law.

29. REDUNDANCY

29.1. Discussions before Terminations

29.1.1 Where the Company has made a definite decision that the Company no longer wishes employees to do the job they have been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with the Union.

29.1.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of subclause 29.1.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

29.1.3 For the purposes of the discussion the Company shall, as soon as practicable, provide in writing to the employees concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interests. Provided that no information about individual employees is to be provided to the Union or any representative of the Union contrary to the Act and its Regulations, unless consented to by the employee or required or authorised by law.

29.2 Transfer to Lower Paid Duties

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

29.3 Transmission of Business

29.3.1 Where a whole or part of the Company's business is before, on or after the date of this Agreement transmitted from the Company (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

29.3.1 (a) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission, and

29.3.1 (b) the period of employment, which the employee has had with the transmitter or any prior transmitter, shall be deemed to be service of the employee with the transferee.

29.3.1 (c) In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

29.4 Time off Work During Notice Period

29.4.1 During the period of notice of termination given by the Company 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.

29.4.2 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 Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

29.5 Notice To Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in sub-clause 29.1 hereof the Company shall notify the Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

29.6 Severance Pay

29.6.1 In addition to the period of notice prescribed for ordinary termination in *Clause 27. Termination of Employment* of this Agreement an employee whose employment is terminated for reasons set out in sub-clause 29.1 hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay	
	Under 45 years	45 years and over
Less than one year	nil	Nil
1 year but less than 2 years	4 weeks' pay	5 weeks' pay
2 years but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years but less than 5 years	12 weeks' pay	15 weeks' pay
5 years but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

29.6.2 "Weeks' pay" means the ordinary time rate of pay for the employee concerned.

29.6.3 Provided that the severance payments shall not exceed the amount that the employee would have earned if employment with the Company had proceeded to the employee's normal retirement date.

29.6.4 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by *Clause 30. Continuity of Service* of this agreement.

29.7 Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in sub-clause 29.1 hereof may terminate his/her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he/she remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

29.8 Incapacity to Pay

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

29.9 Alternative Employment

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

29.10 Employees Exempted

This part shall not apply where employment is terminated as a consequence of misconduct, in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

29.11 Employees with Less than 1 Year's Service

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

30. CONTINUITY OF SERVICE

For the purpose of this Agreement a year of employment shall be deemed to be unbroken notwithstanding:

30.1 Any annual leave or long service leave taken during that period.

30.2 Any interruption or ending of the employment by the Company and such action is taken with the intention of avoiding obligations in respect of annual leave or long service leave.

30.3 Any absence on account of leave, other than annual leave or long service leave, granted, imposed or agreed to by the Company.

30.4 Any absence on any other account not involving termination of employment; and in calculating a year of employment, any absence of a kind mentioned in clauses 30.1, 30.2 or 30.3 above, shall be counted as part of the year of employment, but, in respect of absences, of a kind mentioned in clauses 30.4 and 30.5 above, will not be counted and it will be necessary for the employee to serve an additional period that equals the period of the absences.

31. ACCIDENT PAY (VICTORIA ONLY)

If following an accident, an employee receives compensation under the applicable State legislation, then that compensation payment shall be increased by the Company to the amount of the usual weekly rate for the rostered hours worked by the employee at the time of the accident. This payment made by the Company will be limited to a maximum of 39 weeks.

32. SUPERANNUATION

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

32.1.1 Retail Employee's Superannuation Trust ("REST") and the Company will participate in REST in accordance with the trust deed and rules governing REST from time to time ("REST Trust Deed"); or

32.1.2 REST and Woolworths Group Superannuation Scheme ("Woolworths Super") but only where an existing employee (as at 1 April 1997) is a member of both these funds as at that date (in accordance with the REST Trust Deed and the trust deed and rules governing Woolworths Super from time to time ("Woolworths Super Trust Deed")).

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

32.3 For the purposes of this clause, an eligible employee is an employee for whom the Company must make superannuation guarantee contributions in order to avoid a superannuation guarantee charge imposed under the Superannuation Guarantee Charge Act 1992.

32.4 It is the intention of the parties to this Agreement that:

32.4.1 the provision of superannuation benefits for eligible employees who are covered by this agreement will be through these two funds only, and

32.4.2 this agreement will not be overridden by the requirements to provide employees with a choice of superannuation funds or the ability to "opt out" of the Superannuation Guarantee system that was announced by the Federal Government in the 1997 Budget.

32.5 Subject to subclauses 31.1.1., 31.1.2., 31.2, and 31.3. and 31.4 above:

32.5.1 Where an eligible employee is only a member of REST, the Company will contribute on a monthly basis to REST on behalf of the employee an amount equal to 9% of that employee's ordinary time earnings, as defined under the Superannuation Guarantee (Administration) Act ("SG Act") for each month.

32.5.2 The Company will contribute to REST, on behalf of the eligible employee, an amount equal to the difference between 9% of that employee's ordinary time earnings, on a monthly basis, as defined under the SG Act, and the level of contributions required by the Company to satisfy its superannuation guarantee obligations under the SG Act for that month.

32.5.3 Where the employee is a member of both REST and Woolworths Super, the Company will maintain its current contribution to REST of 3% of ordinary time earnings with the balance of the contributions required to ensure the Company meets its superannuation guarantee obligations

under the Woolworths Super Trust Deed being made into Woolworths Super.

32.5.4 For existing members of Woolworths Super who are (non-potential Part 3) Category 2 members (as defined under the Woolworths Staff Superannuation Scheme), the Company will cap its contributions to Woolworths Super at 9% of salary (as defined in the Woolworths Super Trust Deed) with effect from 1 September 1998.

32.5.4.1 However, if the Company's contribution rates as at 31 August 1998 exceed 9% of salary (as so defined), the Company's contribution rates will be capped at that level after that date.

32.6 The Company shall provide each eligible employee upon commencement of employment with the appropriate membership application form(s) for REST and shall forward the completed membership form(s) to REST within 14 days of receiving the properly completed forms from the employee.

32.7 In respect of additional contributions to REST;

32.7.1 All eligible employees may make personal contributions to REST in addition to those made by the Company.

32.7.2 An employee who wishes to make such additional contributions must authorise the Company in writing to pay to REST, from the employee's wages, a specified amount in accordance with the REST Trust Deed.

32.7.3 Upon receipt of written authorisation from the employee, the Company shall commence making monthly payments to REST on behalf of the employee.

32.7.4 All employees may vary the amount of his or her additional contributions only once per year by written authorisation and the Company shall alter the additional contributions within 14 days of receipt of such authorisation.

32.7.5 Additional employee contributions to REST requested under this subclause must be expressed in whole dollars.

32.8 Additional contributions to Woolworths Super may be made by an eligible employee in accordance with the Woolworths Super Trust Deed.

32.9 An employee may direct the Company to pay a portion of the employee's wage into Woolworths Super or Retail Employees Superannuation Trust for the benefit of the employee. Salary sacrifice contributions are classified as concessional contributions which are subject to concessional taxation limits (caps) imposed by the Australian Taxation Office. Any amount paid in accordance with such a direction is deemed to be paid in satisfaction of the Company's obligation to pay the wages set out in the Agreement. Accordingly, no breach of this Agreement will occur if the actual wages paid to the employee fall below the rates set by this agreement solely because of the Company paying additional superannuation contributions under this clause. Where an employee elects to salary sacrifice, overtime rates, loadings, termination payments and Company superannuation contributions will be based on the employee's pre sacrifice wage.

33. STAND-DOWN PROCEDURE

The Company may deduct payment for any day an employee cannot usefully be employed because of any strike, or through any breakdown of machinery or any stoppage of work by any cause arising out of such strike and for which the Company cannot be held responsible. This does not break the continuity of employment of the employee for the purpose of any entitlements.

34. DISPUTE AND GRIEVANCE PROCEDURE

- 34.1** A grievance between an Employee and the Company about matters contained in or arising from this Agreement should be discussed in the first instance between the employee and the employee's line manager. In the event the matter is not resolved, the employee's line manager will refer the matter to the relevant Area Manager.
- 34.2** If the matter is still not resolved the employee may then raise the matter with the relevant Regional Manager. At this stage, the employee has the option of enlisting the support of a representative who may be a Union representative, if the employee so chooses.
- 34.3** If the matter is not resolved the employee and/or their representative may then refer the matter to the National Operations Manager and the Petrol Human Resources Manager.
- 34.4** If the matter has still not been resolved either party may refer it to FWA for conciliation.
- 34.5** If the matter is still not resolved the employee may raise the matter with the Petrol General Manager and Director of Human Resources. In instances where the employee elects to be represented by the Union, the National Secretary of the Union shall represent the employee in discussions with the Company's General Manager and Director of Human Resources.
- 34.6** If after subclause 33.5, there is still no resolution and the Company's Director of Human Resources and the employee agree or, in instances where the employee elects to be represented by the Union, the Company's Director of Human Resources and the National Secretary of the Union agree, the matter may proceed to arbitration by FWA.
- 34.7** If arbitration is necessary, FWW may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions in line with the Act, which are necessary to make the arbitration effective.
- 34.8** The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision.
- 34.9** It is a term of this Agreement that while the grievance resolution procedure is being conducted work shall continue as normal before the dispute arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 34.10** From the date of this Agreement, the above procedure will also apply to disputes about the NES with the exception that it will not apply to a dispute about whether the Company has reasonable business grounds under subsection 65(5) of the Act.

35. PROPERTY - DEBT TO COMPANY

- 35.1** The employee shall take all reasonable care in the use of and for the protection of any property belonging to or in the care of the Company. On termination of employment or upon a request to do so, the employee shall return, in good condition, (subject, to fair wear and tear), any property in his/her possession and belonging to the Company.
- 35.2** In the event of termination of employment it is agreed that deductions from the final pay may be made for any unreturned goods, protective clothing and/or tools, provided in the course of work, or other debt owing to the Company as a result of this Agreement, whatsoever it may be.
- 35.3** Any dispute arising under this clause shall be resolved through the Dispute and Grievance Procedure of this Agreement.

36. OTHER EMPLOYMENT

- 36.1** Employees must not, without the written consent of the Company, undertake other paid employment which will conflict with the interests of the Company, or which may impair their ability to complete their normal work, to the full satisfaction of the Company.
- 36.2** Any dispute arising under this clause shall be resolved through the Dispute and Grievance Procedure of this Agreement.

37. NO EXTRA CLAIMS

It is agreed that there shall be a no-extra claims commitment during the life of this Agreement from the Union, Employees and the Company covered by this Agreement.

38. DRESS AND PRESENTATION STANDARDS

- 38.1** The Company, having regard to the nature of the industry, the work to be performed and the comfort of the employee, shall have the right to determine a code of dress for each employee including colour of clothing.
- 38.2** The Company image is an important responsibility borne by all employees. To this end, when at work, employee's presentation, grooming and dress shall be in a neat, tidy, business like manner at all times.
- 38.3** All employee who, without due cause, is not satisfactorily dressed when in attendance at the workplace may be directed to cease work without pay until such time as the employee is dressed to the required standard.
- 38.4** The Company shall not be harsh or unreasonable in applying clause 38.3 above.
- 38.5** The Company shall not require an employee to dress in a revealing or indecent manner that would cause the employee embarrassment.
- 38.7** Any unresolved dispute on dress requirement may be referred to FWA for resolution.
- 38.8** The wage rates specified in *Clause 5.4* incorporate a component for the provision of clothing.

39. HOT WEATHER RELIEF - RELAXED UNIFORM STANDARD (NT ONLY)

Employees who work in stores that do not have air conditioning, or who work in stores with inadequate air conditioning, or who work in areas of the store where there is no air conditioning, will be permitted to remove their tie, scarf and stockings/panty hose when the temperature reaches 37 degrees Celsius and over.

40. PROTECTIVE CLOTHING

40.1 Where it is agreed the work performed by an employee is of a dirty, wet or obnoxious nature, suitable protective clothing and/or footwear shall be supplied and as necessary laundered by the Company.

40.2 In the absence of agreement the matter may be referred to FWA to determine.

40.3 Where an employee is required to work in the sun the Company shall provide protective hats and sunscreen lotion.

41. TRAINEES

The Company will comply with the Traineeship contract requirements for the duration of the traineeship agreement. Trainees within Petrol will be paid at the classification's full rate of pay, refer Clause 5.1 Gradings.

Upon successful completion of the traineeship program, and meeting the Company performance criteria, the employee shall be offered on-going permanent employment with the Company for at least as many hours as they spent on the job (on an average per week basis) during their Traineeship, provided the employee is available to work their previous roster or some other agreed roster.

42. FIRST AID KIT

In each site where employees are regularly employed, the Company shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an adequate first aid kit.

43. LOCKERS

Where practicable, the Company shall provide locker accommodation for each employee. Lockers, where provided shall be maintained in good working order

44. POSTING OF AGREEMENT

A copy of this Agreement shall be kept displayed in some conspicuous place in all premises to which it applies.

45. EMPLOYEE CAR PARKING

The Company permits an employee to park on the forecourt in a marked car park space. This allows for employees to safely access their vehicle upon exiting the site. If there is no marked car space on the forecourt, and the employee is arriving for, or leaving from, a shift in the dark, the Company permits the employee to park on the forecourt, where it does not impact on customer service or become a safety hazard.

46. ACCESS TO ACCRUED ENTITLEMENTS

Upon request employees will be entitled to be given information relating to their accrued entitlements.

47. ANTI DISCRIMINATION

47.1 The Company, its employees and the Union are committed to preventing and eliminating discrimination at Woolworths Petrol in accordance with all relevant State and Commonwealth Anti-Discrimination legislation. In summary, this legislation prevents discrimination on the basis of:

- Race
- Colour
- Sex
- Sexual preference
- Age
- Physical or mental disability
- Marital status
- Family responsibilities
- Pregnancy
- Religion
- Political opinion
- National extraction
- Social origin

47.2 Nothing in this provision is to be taken to affect any different treatment, which is specifically exempted under the relevant State and Commonwealth anti-discrimination legislation.

48. EQUAL EMPLOYMENT OPPORTUNITY

48.1 The Company is totally committed to providing equal employment opportunity for every employee in all spheres of employment.

48.2 The Company is totally committed to providing an environment in which employees can work without distress or interference caused by any form of harassment.

48.3 All employees will be provided with a copy of each Policy and receive training from the Company in relation to Equal Employment Opportunity and Harassment.

49. OCCUPATIONAL HEALTH AND SAFETY

49.1 The Company and its employees are committed to achieving and maintaining healthy and safe working conditions in all the Company workplaces by abiding by all relevant Occupational Health and Safety legislation.

49.2 This commitment will have the following objectives:

- (i) To control workplace hazards at their source.
- (ii) To reduce the incidence and costs of occupational injury and disease.
- (iii) To provide an occupational rehabilitation system for workers affected by occupational injury or illness.

49.3 The Company and the Union are committed to enabling all employees to receive appropriate OH&S Training. Occupational Safety representatives will be given paid leave to attend appropriate OH&S training courses as stipulated in the relevant State legislation.

49.4 The Company shall establish a consultative process for the Occupational Rehabilitation of employees affected by Occupational Injury and Illness. This process shall include the Union where requested by the employee. This process aims to return these employees to their pre-injury status within the community, their families and their employment.

49.5 Where any proposed changes to equipment, substances or work practices may reasonably be expected to affect employee's health and safety or when a decision is made to renovate a site, the Company will consult with the

employees concerned, the Health and Safety representatives, the Site Safety Committee and the Union. This consultation will aim to identify and resolve potential health and safety problems. This clause does not require the Company to provide information about an employee bound by this Agreement to the Union to the extent that doing so would be contrary to the Act and its Regulations.

49.6 The Company will provide chairs for those employees working in sites where there is not sufficient space to sit down in a back room and have a break. The chair will be suitable for use during meal/rest breaks where the employee needs to maintain customer service. However, the chair is not to be used whilst serving customers.

50. SECURITY GUIDELINES

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

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

50.1 Basis of Guidelines

50.1.1 The Union recognises that the Company has the right to protect its property, interests and effects and has the right to establish and maintain proper security precautions towards this end.

50.1.2 The Union recognises that such security precautions will include, at times, the employment of trained security personnel, charged with the responsibility of carrying out security investigations in a responsible manner.

50.1.3. The Union unreservedly states that it does not condone or countenance dishonesty, or any other form of malpractice, in the industry.

50.1.4 The Union recognises that employees have an obligation under their employment contracts to carry out their duties of fidelity to the Company's interests and that employees will at all times act to protect the property, interests and effects of the Company against theft or dishonesty by any person.

50.1.5 Within these general principles the Union is concerned to ensure that a proper regard is paid to their members' particular interests and liberties and, to this end, agree to these guidelines as normally regulation security matters touching the employment of their members.

50.2 Staff Interviews

50.2.1 When the Company is trying to discover whether, or by whom, an offence or breach of Company security has been committed, the Company is entitled to question any employee, whether suspected or not, from whom the Company thinks that useful information may be obtained.

50.2.2 As soon as the Company has reasonable grounds for suspicion that an employee has committed an offence the Company will ask such employee whether the employee will agree to be questioned in connection to the matter and upon such agreement being forthcoming the Company shall caution the employee before putting any further questions, or further questioning relating to that offence.

The caution shall be in the following terms:-

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

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

50.2.3 The Company may object to the presence of any particular person as a witness at such interview if there is reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.

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

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

50.2.6 As a general principle, employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change the employee's duties. In such a case maximum care is to be exercised by the Company so as to prevent any odium attaching to the employee as a result of the transfer or change in duties. In such cases the Union shall be advised of such transfer, change of duties or disciplinary action.

50.3 Cash Shortages

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

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

50.4 Security Checks of Bags, Parcels and/or Lockers

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

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

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

50.5 Carrying of Moneys

Employees involved in the responsibility of carrying moneys belonging to the Company to or from a bank or other institution, shall be accompanied at such times by a responsible fellow employee. The Company shall not require an employee to have money chained, handcuffed or fastened to an employee's person, unless such fastening is engaged to the employee with a quick release mechanism.

50.6 Staff Entrances and Exits

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

51. SAVINGS

51.1 Employees with Saved Provisions under Previous Awards and Agreements

51.1.1 Any employee entitled to saved conditions in previous Awards and Agreements, as a result of employment with the Company and where there is no break in the employee's employment that would negate the entitlement, will be entitled to continue to receive those saved conditions under this Agreement.

51.1.2 Any employee entitled to agreed saved conditions arising from their employment by the Company being as a result of a transfer of business, where there is no break in the employee's employment that would negate the entitlement, will be entitled to continue to receive those saved conditions under this Agreement.

51.1.3 If any applicable saved conditions in accordance with this clause could be construed as non-permitted matters within the meaning of the Act, they will not apply.

51.1.4 Employees employed in Woolworths Petrol sites as at the dates in the following table shall maintain their conditions from the appropriate pre-reform Supermarket Agreement (identified below) where such conditions result in a more beneficial entitlement for the employee:

NSW/ACT/QLD	1 st August 2007
WA	1 st July 2008
SA/NT/BH	5 th June 2009

VIC	1 st July 2009
TAS	30 th November 2009

Such conditions shall include:

SCHEDULE 1 - WOOLWORTHS SUPERMARKETS NSW/ACT AGREEMENT 2004

Clause 5.5.1 – Part-time hours of work

5.5.1 A Part-time employee may be engaged to work a regular number of rostered hours to a maximum of 20 days in any 4-week cycle with a maximum of 38 hours in any one rostered week. These hours shall not be less than 40 hours per 4-week cycle nor more than 140 hours in a 4-week cycle.

Further to clause 7.3.2 of this Agreement, part-time employees engaged on an average of 35 core hours per week as at the introduction of this Agreement shall be entitled to retain that number of hours in lieu of the 32 hours otherwise provided in the Agreement. Accordingly, such employees are entitled to the benefits of the Agreement based on their retained core average of 35 hours per week.

Clause 10.6.3 – Definition of “Weeks pay” for the purpose of severance

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

This clause shall be read in conjunction with clause 29.6.2 of this Agreement.

Clause 12.3 – First Aid Allowance

Qualified First Aid Attendant per day: \$1.82.

Clause 12.7 - Two engagements in the one-day (Part-time and Casual Employees Only)

12.7.2 Where an employee agrees to working two engagements in any one day in the one store, where the majority of both shifts fall on the same day, the employee shall be paid the following additional allowance per day:

Rate	\$3.70
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This clause shall be read in conjunction with clause 9.4.1.5 of this Agreement.

Clause 15.5.1.2 – Full time employee rosters

15.5.1.2 Full-time employees maintain a right to work a cycle of 19 working days in 4 weeks.

Provided that by mutual agreement some other roster arrangement may be worked not exceeding 20 days in a 4-week cycle.

New full-time employees will be offered two rosters; one roster with a RDO and another without a RDO, with the employee to choose the preferred roster.

A 19-day roster which is offered as an alternative to a 20-day roster to an existing or new employee should not be unnecessarily different.

Any full-time employee working a roster without a RDO can, at their election at any time, convert to a RDO roster with one month's notice to the Company.

Clause 15.6 – Make-up time

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

Clauses 17.1.3 and 17.1.4 - Overtime

Employees shall remain entitled to overtime and the stipulated overtime rates where they work:

17.1.3 In excess of 9 hours on any one day. Provided that on one day per week up to eleven hours may be worked without the payment of overtime. By mutual agreement additional days of up to eleven ordinary hours may be worked without the payment of overtime; and/or

17.1.4 An average of 35 hours per week for a part-time employee.

This clause shall be read in conjunction with clause 10 of this Agreement.

Subclause 17.1.3 applies where such application results in a higher wage rate than that otherwise provided in this Agreement. Affected employees shall receive the higher wage rate for affected hours.

Provided further that subclause 17.1.4 shall only apply in respect of existing part-time employees who have retained their average 35 core hours per week in accordance with clause 5.5.1 of this Schedule.

Clauses 19.5 (a) 19.5(b) and 19.5(c) – Breaks in Petrol Sites

19.5 For employees working in petrol sites only, meal breaks and rest breaks shall be taken in the following manner:

- (a) An employee engaged after the date of certification of this Agreement who is working alone at a petrol site at the time a meal break is due under Clause 19 of this Agreement shall be given a 30-minute period for a meal break during which customer service shall be maintained. Such 30-minute meal break shall be counted and paid for as time worked.
- (b) An employee engaged after the date of certification of this Agreement who is working alone at a petrol site at the time a tea break is due under Clause 19 of this Agreement shall be given a 15-minute period for a tea break during which customer service shall be maintained. Such 15-minute tea break shall be counted and paid for as time worked.
- (c) In any circumstances other than those described in (a) and (b) above, the normal provisions for meal and tea breaks as provided in Clause 19 of this Agreement shall continue to apply.

Provided that an employee employed prior to the certification of this Agreement who genuinely volunteers may, with the agreement of the Petrol Site Manager, take meal breaks and tea breaks in accordance with (a) and (b) above.

This provision is read in conjunction with clause 11.3.1 of this Agreement. Employees employed as at the commencement of this Agreement shall retain the entitlement to a paid rest break of 15 minutes as provided in this Item in lieu of the 10-minute period specified in clause 11.3.1. With the exception of employees working shifts of 7 hours but not more than 8 hours per day. Such employees shall be entitled to receive two paid rest periods of 10 minutes each in accordance with clause 11.2.1 of this Agreement.

Provided further that employees who at the commencement of this Agreement are subject to the provisions of clause 19.5(c) and who do not take meal and tea breaks in accordance with clauses 19.5(a) and (b) will remain entitled to take their breaks in accordance with clauses 11.1 and 11.2 of this Agreement and clause 11.3 shall not apply unless by genuine agreement.

Clause 20 – Meal Allowance

20. An employee required to work overtime, without the employee being notified the day prior of the requirement to work overtime and thereby becomes entitled to a second meal break, shall be paid a meal allowance.

Rate	\$11.54
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This provision is read in conjunction with clause 12.1.1 of this Agreement.

Clause 27.6 – Annual Leave Loading

27.6 During a period of annual leave an employee shall receive a loading of 17½ per cent calculated on the appropriate rate of wage prescribed by clause 11. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance). The loading prescribed by this subclause shall apply to annual leave due from completed years of service on termination of employment where employment is terminated by the Company but it shall not apply where the reason for termination is misconduct or wilful disobedience.

This clause is read in conjunction with subclause 15.5 of this Agreement to the extent that existing employees shall be entitled to the payment of Annual Leave Loading on annual leave paid out on termination for completed years of service.

Clause 33 – Kilometre Allowance

Employees driving a vehicle under 1600cc will continue to receive the rate of \$0.63 per km until such time as the rate contained in this Agreement is equal to or greater than this amount.

Clause 46 – Savings

46.4 Sunday Work – All stores

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

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

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

46.5 Roster Changes – All stores

Existing full-time and part-time employees working hours that attract a protected hourly rate will not have their rosters changed so as to avoid the benefits of the protected hourly rate.

An existing employee who agrees to a roster change which eliminates work at a time that attracts a protected hourly rate and subsequently restored to work in those times shall have the protected hourly rate restored.

46.6 Reduced Part-time Hours – All stores

Existing part-time employees working hours that attract a protected hourly rate will not have their hours of work reduced so as to avoid the benefit of the protected hourly rate.

46.9 Saturday and Sunday Evening Hours – All stores except Woolworths Town Hall

Employees not working after 6.00pm on Sundays or Saturdays as at 1st October 1995 shall not be required to work beyond 6.00pm on these days.

SCHEDULE 2 - WOOLWORTHS QUEENSLAND SUPERMARKET CERTIFIED AGREEMENT 2004

Clause 2.6.1 – Part-time hours of work

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

Further to clause 7.3.2 of this Agreement, part-time employees engaged on an average of 36 core hours per week as at the introduction of this Agreement shall be entitled to retain that number of hours in lieu of the 32 hours otherwise provided in the Agreement. Accordingly, such employees are entitled to the benefits of the Agreement based on their retained core average of 36 hours per week.

Clause 5.5.1 – Meal Allowance

3.1.2 (b) A part-time or casual employee who works more than four ordinary hours on any day and who works in excess of two hours overtime on such day shall also be entitled to an unpaid meal break of not less than 30 minutes and meal allowance.

(c) Provided further employees may elect to forego the said 30-minute meal break in circumstances where overtime does not exceed two hours. If an employee so elects, the employee shall also forego the meal allowance. No employee shall work more than five hours without receiving a meal break.

(d) The Meal Allowance is as scheduled as \$11.48

This provision is read in conjunction with clause 12.1.1 of this Agreement.

Clause 3.5.3 – Kilometre Allowance

Employees driving a vehicle under 1600cc will continue to receive the rate of \$0.57 per km until such time as the rate contained in this Agreement is equal to or greater than this amount.

Clause 6 – Savings

6.3.1 Employees engaged prior to 27 February 1995 were protected from working Sundays under their previous agreement and it shall remain voluntary for those employees to be rostered to work Sundays provided: -

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

6.5.1 Existing full-time and part-time employees, as at the date of ratification of this agreement, working hours that attract a protected hourly rate will not have their rosters changed so as to avoid the benefits of the protected hourly rate.

6.5.2 An existing employee, as at the date of ratification of this agreement, who agrees to a roster change which eliminates work at a time that attracts a protected hourly rate and subsequently restored to work in those times shall have the protected hourly rate restored.

6.5.3 Where an existing employee moves into a new roster, which would have incurred penalty rates or regular overtime, under the old agreement, that move can be made only by mutual agreement. Provided that where insufficient volunteers are available, the *Company* may direct employees to undertake the roster.

6.6.1 Existing part-time employees as at ratification of the Agreement working hours that attract a protected hourly rate will not have their hours of work reduced so as to avoid the benefits of the protected hourly rate.

6.6.2 The weekly minimum for part-time employees hired on or before 30 November 1988 shall be 20 hours.

6.6.3 The weekly minimum for part-time employees engaged as at 3 December 1990 shall be saved at 15 hours.

6.6.4 The weekly minimum for part-time employees engaged as at 27 May 2004 shall be saved at 12 hours.

6.8.1 Full-time employees who were employed prior to the commencement of this *Agreement* shall retain the right to elect a 19 day month roster in accordance with the following provisions:-

a. Only in emergent circumstances shall a full-time employee's Rostered Day Off be altered by seven days notice, or by written request from an employee stating the reasons for the change in R.D.O.

6.8.2 In any other circumstances where the employee does not agree to the change of roster, 14 days notice shall be required.

SCHEDULE 3 - WOOLWORTHS LIMITED (WA) AGREEMENT 2005

Clause 6 – Definitions

6.2 "Part time employee" shall mean a permanent employee engaged on weekly hire for an agreed number of hours, with a minimum of 20 hours and a maximum of 70 hours in a 2-week cycle.

Further to clause 7.3.2 of this Agreement, part-time employees engaged on an average of 35 core hours per week as at the introduction of this Agreement shall be entitled to retain that number of hours in lieu of the 32 hours otherwise provided in the Agreement. Accordingly, such employees are entitled to the benefits of the Agreement based on their retained core average of 35 hours per week.

Clause 9 – Ordinary hours of work

9.3 Employees employed by the company prior to 10 November 1997 may, subject to this Agreement, volunteer to work ordinary hours on a Sunday, but shall not be required to do so.

Clause 15 – Additional loadings for ordinary hours of work

15.1 The following additional loadings apply for ordinary hours of work in addition to the rates specified

	<u>Per cent</u>
	%
(e) Between 9:00 p.m. and midnight Sunday	100

This provision is read in conjunction with clause 8.1 of this Agreement.

Clause 26 – Motor Vehicle Allowance

Where an employee maintains a motor vehicle and is authorised by the company to use the vehicle in the performance of his or her duties, he or she shall be paid in accordance with the following schedules for the term of this Agreement:

(a) Engine Displacement 1600cc and under

Location	From 1/7/07	From 1/1/08
	<i>Cents/km</i>	<i>Cents/km</i>
Metropolitan Area	51.2	52.2
South West Land Division	52.6	53.6
North of 23.5 degrees South Latitude	57.8	59.0
Rest of the State	54.1	55.2

(b) Engine Displacement over 1600cc

Location	From 1/7/07	From 1/1/08
	<i>Cents/km</i>	<i>Cents/km</i>
Metropolitan Area	65.7	67.1
South West Land Division	67.2	68.6
North of 23.5 degrees South Latitude	73.8	75.3
Rest of the State	69.5	71.0

Only kilometres travelled in excess of normal kilometres shall be paid ("normal" being the distance travelled from home to the base store).

This provision applies where such application results in a higher per km allowance than that otherwise provided in this Agreement.

SCHEDULE 4 - WOOLWORTHS (SA, NT & BROKEN HILL) CERTIFIED AGREEMENT 2006

13. PART-TIME EMPLOYEES

13.1 Employees specifically engaged by the week for a lesser specified number of hours than 38 shall be deemed to be part-time employees.

13.2.1 The minimum hours per week for persons employed as part-time employees in South Australia and in the Northern Territory prior to 2 June 1997, or employed as part-time employees in Broken Hill prior to 3 August 1998, shall be 12.

Further to clause 7.3.2 of this Agreement, part-time employees engaged on an average of more than 32 core hours per week as at 5 June 2009 shall be entitled to retain that number of hours in lieu of the 32 hours otherwise provided in the Agreement. Accordingly, such employees are entitled to the benefits of the Agreement based on their retained core average hours per week.

27. ALLOWANCES AND CONDITIONS

The following allowances shall be paid in addition to the appropriate rate prescribed in clause 26 Wages of this agreement for full-time employees, and a pro-rata amount in the case of part-time and casual employees:

27.1 District Allowance

Employees who were employed by the Company in the Northern Territory prior to 1 November 1993 shall be entitled to the following District Allowance:

(a) Adults - \$16.60 North of the 20th parallel of South Latitude. Adults - \$9.30 South of the 20th parallel of South Latitude.

(b) Junior employees shall receive payment of a District Allowance in the same proportion as their wages are expressed on the wage scales as set out in clause 28 of this agreement.

(c) Part-time and casual employees shall receive a District Allowance on a pro-rata basis. Such basis shall be divided by 38 and multiplied by the ordinary weekly hours for which the part-time or casual employee is employed.

(d) The District Allowance shall be used in the calculation of all payments in this agreement except overtime payments.

27.2 Supervisor's Allowance: A supervision allowance shall be paid for any time that an employee is in charge.

4.12.08

Adult Supervisors Allowance	
Supervisor of 2 to 4 employees	24.68
Supervisor of 5 to 8 employees	34.58
Supervisor of 9 or more employees	40.81

This provision is read in conjunction with clause 12 of this Agreement.

31. HOURS OF WORK AND PENALTIES:

(Excluding Broken Hill employees)

31.2 Penalties:

The following penalties apply when ordinary hours are worked during the following hours:

6:00pm and 9:00pm Saturday,

- * a 30% penalty in respect of employees employed prior to 2 June 1997
- * a 25% penalty in respect of employees employed on/after 2 June 1997 and before 5 June 2000
- * there is no penalty between the above hours for employees employed on/after 5 June 2000

9:00pm Saturday until midnight Saturday,

- * 30% penalty in respect of employees employed prior to 2 June 1997
- * 25% penalty in respect of employees employed on/after 2 June 1997

Midnight Saturday until 7:00am Sunday, and 6:00pm Sunday until midnight Sunday,

- * a 100% penalty in respect of employees employed prior to 2 June 1997
- * a 75% penalty in respect of employees employed on/after 2 June 1997

6pm Sunday until 8:00pm Sunday,

- * a 50% penalty in respect of employees employed on/after 9th of June 2003

8pm Sunday until 9pm Sunday

- * 50% penalty in respect of employees employed on/after 4th June 2006.

31.3 Refer to clause 43 - Savings Provision, for Sunday work.

This provision is read in conjunction with clause 8.1 of this Agreement.

33. HOURS OF WORK AND PENALTIES: BROKEN HILL EMPLOYEES

33.2 Penalties - Employees employed prior to 3 August 1998

The following penalties apply when ordinary hours are worked during the following hours:

6:00pm until midnight Monday to Friday-,

- * a 20 %penalty

5:00am to 6:00pm Saturday,

- * a 20% penalty

6.00pm Saturday until midnight Saturday,

- * a 25% penalty

Midnight Saturday until 7:00am Sunday, and 6:00pm Sunday until midnight Sunday,

- * a 75% penalty

7:00am Sunday until 6:00pm Sunday,

- * a 50% penalty

33.3 Penalties - Employees employed on or after 3 August 1998

The following penalties apply when ordinary hours are worked during the following hours:

6:00pm to 9:00pm Saturday-,

- * a 25% penalty in respect of employees employed on/after 3 August 1998 and before 5 June 2000.
- * there is no penalty during the above hours for employees employed on/after 5 June 2000.

Midnight Saturday until 7:00am Sunday, and 8:00pm Sunday until midnight Sunday,
 * a 75% penalty

7:00am Sunday until 8:00pm Sunday,
 * a 50% penalty

Employees who were working between 6:00pm and 8:00pm Sundays prior to 9 June 2003 will continue to be paid a penalty of 75% for such time worked.

33.4 Staff working Saturdays prior to 5 June 2000 must not be displaced as a result of the deletion of penalty rates between 6:00pm and 9:00pm on a Saturday for new employees.

33.5 Refer to clause 43 - Savings Provision, for late night and weekend work.

This provision is read in conjunction with clause 8.1 of this Agreement.

42. WEEKEND WORK

Full-time, part-time and casual employees, whose roster includes both Saturday and Sunday is entitled, at their request, to one weekend in four off work. In such circumstances, there is no obligation on the Company to give additional hours in lieu of the weekend off. The Company will however, wherever possible, give genuine consideration to reorganising rosters to enable a weekly employee to work the weekend hours at some other time during the week so that their request for one weekend in four off work without loss of pay is achieved.

This provision is read in conjunction with clause 8.1 of this Agreement.

43. SAVINGS PROVISION - LATE NIGHT AND WEEKEND WORK

43.1 This provision applies to those employees who were employed between the period of 3 June 1997 and 4 June 2000 and who are employed in stores that were not trading on a Sunday as at 5 June 2000:

43.1.1 When Sunday trading is introduced on a permanent basis such employees will have the right of refusal to work in ordinary time on a Sunday.

43.1.2 The provision under 43.1.1 above does not apply to:

- * temporary Sunday trading which includes the 6 Sundays per year when trading is permitted
- * Tradespersons (Refer to subclause 43.6)
- * Grocery Managers or Nightfill Managers where it is normal procedure to work Sunday night/Monday morning to build the ends
- * a nightfill situation where it is normal procedure for nightfall staff to fill on a Sunday because of a public holiday situation or a problem associated with a Warehouse delivery
- * staff on refit teams

43.1.2 If, when Sunday trading is introduced on a permanent basis, the Company does not have enough volunteers to work, than it shall nominate employees to work on the basis of

the last person hired will be the first person nominated to work (in ordinary time) amongst those employees who have commenced work after 2 June 1997.

If, in the above situation, there are not enough Department Managers or Supervisors to work then such persons will be nominated to work (in ordinary time) without having to go through the process described in the above paragraph.

43.2 This provision applies to employees in stores that were not trading on a Sunday as at 2 June 1997:

43.2.1 When Sunday trading is introduced on a permanent basis, employees employed before 2 June 1997 will have the right of refusal to work in ordinary time on a Sunday.

43.2.2 This provision does not apply to Tradespersons however, and will not apply in relation to "temporary" Sunday trading.

43.3 This provision applies to employees employed in 7-day trading stores in South Australia as at 1 November 1993:

Any employee (excluding Tradespersons, other than those to which subclause 43.6 applies) who was not employed on Sundays as at 1 November 1993 will have the right to refuse work in ordinary time on Sundays.

43.4 Bakers/Pastrycooks and Apprentice Bakers/Pastrycooks in the Northern Territory who were employed prior to 3 November 1993 and who were working on a Sunday at that time will continue to receive a 100% penalty for all ordinary hours worked on a Sunday.

43.5 This provision applies to Broken Hill employees who were employed part-time or full-time prior to 4 July 1994:

Extended trading hours shall be voluntary with the exception that employees can be required to work at least one late night and one Saturday in each 2-week period.

43.6 This provision applies to SA Meat Unit employees who as at 18 October 1998 were employed under the conditions of the Woolworths (SA) Pty Ltd Meat Agreement 1996:

43.6.1 Employees cannot be required to work in ordinary time on a Sunday, unless the employee volunteers to work on a Sunday under the following provisions;

43.6.2 By agreement with an employee, hours may be worked on Sundays and counted as ordinary hours provided that the rate of double time shall apply for all such hours worked. Agreement with an employee shall be reached only in the following manner;

a) The employer shall post a notice advising employees of the required hours and employees may then apply to the Meat Manager to work such hours.

b) The above notice shall be kept as part of the affected employee's time and wages records.

43.7 When Sunday trading is introduced in a store on a permanent basis, as a first step the Company will call for volunteers to work on Sundays. At least one month before the introduction of Sunday trading on a permanent basis a notice will be placed on the staff notice board calling for volunteers. If however, there is insufficient volunteers then the Company will nominate employees to work and such employees will be required to work.

This provision is read in conjunction with clause 8.1 of this Agreement.

47. BREAKS IN PETROL SITES

For employees working in Petrol sites only, meal breaks and rest breaks shall be taken in the following manner: -

- (a) An employee engaged after 4 June 2003, who is working alone at a petrol site at the time a meal break is due under Clause 46 of this Agreement shall be given a 30-minute period for a meal break during which customer service shall be maintained. Such 30-minute meal break shall be counted and paid for as time worked.
- (b) An employee engaged after 4 June 2003, who is working alone at a petrol site at the time a tea break is due under Clause 46 of this Agreement shall be given a 15-minute period for a tea break during which customer service shall be maintained. Such 15-minute tea break shall be counted and paid for as time worked.
- (c) In any circumstances other than those described in (a) and (b) above, the normal provisions for meal breaks and tea breaks as provided in Clause 46 of this Agreement shall apply.

Provided that an employee employed prior to 4 June 2003, who genuinely volunteers may, with the agreement of the Petrol Site Manager, take meal breaks and tea breaks in accordance with (a) and (b) above.

This provision is read in conjunction with clause 11.3 of this Agreement.

50. ANNUAL LEAVE

50.8.1 The ordinary weekly wage for the period of leave due or the appropriate weekly wage prescribed by clause 26-Wages for the period of leave due, plus a loading of 17.5% of the appropriate weekly wage prescribed by clause 26-Wages, whichever is the greater.

50.9 Payment for Leave on Termination of Employment

50.9.2 Payment for leave on termination shall be calculated in the same manner as is provided for in subclause 50.8 of this clause.

This clause is read in conjunction with subclause 15.5 of this Agreement to the extent that existing employees shall be entitled to the payment of Annual Leave Loading on annual leave paid out on termination for completed years of service.

SCHEDULE 5 - SAFEWAY SUPERMARKETS (VICTORIA) AGREEMENT 2006

6(a). PENALTIES – Weekly Employees

For ordinary hours worked on Saturday between 10pm and midnight an additional 30% (in lieu of 25%) of the ordinary hourly rate shall be payable.

9. MEAL BREAKS AND REST PERIODS

c. Meal and Rest Breaks – Petrol Sites Only

For employees working in Petrol Sites only, Meal and Rest Breaks shall be taken in the following manner:

- i. An employee engaged after the date of 13th May 2004 who is working alone at a Petrol Site at the time a meal break is due under subclause 11.1 – *Meal Breaks* of this Agreement shall be given a 30-minute period for a meal break during which, customer service shall be maintained. Such 30 minute Meal Break shall be counted and paid for as time worked.
- ii. An employee engaged after the 13th May 2004 who is working alone at a Petrol Site at the time a rest period is due under subclause 11.2 – *Rest Periods* of

this Agreement shall be given a 10-minute period for a rest break during which customer service shall be maintained. Such 10-minute rest period shall be counted and paid for as time worked.

- iii. (A) In any circumstances other than those described in (a) and (b) above, the normal provisions for meal breaks and rest breaks as provided in subclause 11.1 – *Meal Breaks* and subclause 11.2 – *Rest Periods* of this Agreement shall apply.
- (B) Provided that an employee employed prior to the 13th May 2004 who genuinely volunteers may, with the agreement of the Petrol Site Manager, take meal breaks and rest breaks in accordance with 9. c. i. and 9. c. ii, above.

This provision is read in conjunction with clause 11.3 of this Agreement.

11. PERSONAL LEAVE

Payment for Personal Leave shall be based on ordinary pay inclusive of any penalties.

12. ANNUAL LEAVE

- c. The 17.5% loading shall not apply to annual leave paid out on termination to the extent that leave being paid out accrued in respect of service since the employee's most recent anniversary of commencement.

This clause is read in conjunction with subclause 15.5 of this Agreement to the extent that existing employees shall be entitled to the payment of Annual Leave Loading on annual leave paid out on termination for completed years of service.

15. COMPASSIONATE LEAVE

Payment for Compassionate Leave will be at the employee's ordinary time earnings for the hours normally rostered to work including any applicable penalties.

SCHEDULE 6 - WOOLWORTHS TASMANIAN RETAIL OPERATIONS ENTERPRISE AGREEMENT 2006

7.3 Part-time Employees

- (a) A part-time employee is an employee engaged to work less hours or days per week than a full time employee.

10.3 Part-time Employees

- (a) A part-time employee may be engaged to work a regular number of rostered hours to a maximum of 20 days in any 4-week cycle with a maximum of 38 hours in any one rostered week. These hours shall not be less than 36 nor more than 144 in a 4-week cycle.

Further to clause 7.3.2 of this Agreement, part-time employees engaged on an average of more than 32 core hours per week as at 30 November 2009 shall be entitled to retain that number of hours in lieu of the 32 hours otherwise provided in the Agreement. Accordingly, such employees are entitled to the benefits of the Agreement based on their retained core average hours per week.

10.6 Loadings for Certain Ordinary Hours

Subject to subclause 10.7 the loadings prescribed below shall be paid for ordinary hours worked within the times specified:

Saturday 50% from 10 pm to midnight

This provision is read in conjunction with clause 8.1 of this Agreement.

11. MEAL BREAKS AND REST PAUSES

11.1 Rest Pauses

Provided further that an employee engaged on any day for 6 hours shall by agreement be entitled to two 10-minute rest periods but will forego the meal break specified in subclause 11.2(a) of this clause. A rest pause shall be counted and paid for as time worked. No rest pause shall be given or taken within one hour of the employee's commencing or ceasing time or within 30 minutes before or after any meal or crib break.

This provision is read in conjunction with clause 11.2.1 of this Agreement.

11.3 Meal and Rest Breaks – Petrol sites only

“For employees working in petrol sites only, meal breaks and rest breaks shall be taken in the following manner;

- a) An employee engaged after the date of lodgement of this Agreement with the OEA [29/11/06] who is working alone at a Petrol site at the time a meal break is due under Clause 11.2 of this Agreement, shall be given a 30-minute period for a meal break during which customer service shall be maintained. Such a 30-minute meal break shall be counted and paid for as time worked.
- b) An employee engaged after the date of lodgement of the Agreement with the OEA who is working alone at a Petrol site at the time a rest pause is due under Clause 11.1 of this Agreement shall be given a 10-minute period for a rest pause during which customer service shall be maintained. Such a 10-minute rest pause shall be counted and paid as time worked.
- c) In any circumstances other than those described in a) and b) above, the normal provisions for meal breaks and rest pauses as provided in Clause 11.1 and 11.2 of the Agreement shall apply.

Provided that an employee employed prior to the lodgement of this Agreement with the OEA [29/11/06], who genuinely volunteers may, with the agreement of the Petrol Site Manager, take meal breaks and rest pauses in accordance with a) and b) above.

This provision is read in conjunction with clause 11.3 of this Agreement.

SIGNATURES

Signed for and on behalf of Woolworths Limited t/as Woolworths Petrol by its authorised representative:


.....

Name: Stephen Challenger
Print Position: National Operations Mgr, petrol
Address: C/- 1 Woolworths Way, Bella Vista, NSW 2153

Signed for an on behalf of the Shop Distributive and Allied Employees Association, National Branch by its authorised representative:


.....

Name: IAN BLANTHORN
Print Position: NATIONAL ASSISTANT SECRETARY
Address: 6 Floor, 53 Queen St, Melbourne, Victoria 3000

APPENDIX A

1. (1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this Agreement, an employee shall be paid the following weekly allowances when employed in the towns prescribed below. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	PER WEEK
Agnew	\$18.69
Argyle	\$49.14
Balladonia	\$18.80
Barrow Island	\$31.92
Boulder	\$7.77
Broome	\$29.82
Bullfinch	\$8.82
Carnarvon	\$15.225
Cockatoo Island	\$32.76
Coolgardie	\$7.77
Cue	\$19.01
Dampier	\$25.83
Denham	\$15.23
Derby	\$30.98
Esperance	\$5.57
Eucla	\$20.79
Exmouth	\$26.99
Fitzroy Crossing	\$37.49
Goldsworthy	\$16.49
Halls Creek	\$43.05
Kalbarri	\$6.51
Kalgoorlie	\$7.77
Kambalda	\$7.77
Karratha	\$30.87
Koolan Island	\$32.76
Koolyanobbing	\$8.82
Kununurra	\$49.14
Laverton	\$18.90
Learmonth	\$26.99
Leinster	\$18.69
Leonora	\$18.90
Madura	\$19.85
Marble Bar	\$47.25
Meekatharra	\$16.38
Mount Magnet	\$20.48
Mundrabilla	\$20.37
Newman	\$17.85
Norseman	\$16.17
Nullagine	\$47.15
Onslow	\$31.92
Pannawonica	\$24.15
Paraburdoo	\$24.05
Port Hedland	\$25.73
Ravensthorpe	\$9.87
Roebourne	\$35.49
Sandstone	\$18.69
Shark Bay	\$15.23
Shay Gap	\$16.49
Southern Cross	\$8.82
Telfer	\$43.68

TOWN	PER WEEK
Teutonic Bore	\$18.69
Tom Price	\$24.05
Whim Creek	\$30.66
Wickham	\$29.72
Wiluna	\$18.90
Wittenoom	\$41.79
Wyndham	\$46.20

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
 - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by the Company, free of charge; or
 - (b) is provided with an allowance in lieu of board and lodging;
- such employee shall be paid $66\frac{2}{3}$ per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that portion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.
- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
- (c) **"Dependant"** shall mean -
 - (i) a spouse or defacto partner; or
 - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
 - (d) **"Partial Dependant"** shall mean a "dependant" as prescribed in paragraph (c) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as determined by the Company.

- (9) After this Agreement comes into operation, the amounts in this Appendix A shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.