

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/51

TITLE: **Smeaton Grange (NUW) Distribution Centre Enterprise Agreement 2003**

I.R.C. NO: IRC3/6670

DATE APPROVED/COMMENCEMENT: 16 January 2004/1 September 2003

TERM: 31 August 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/154

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Coles Myer Logistics Pty Ltd working at Smeaton Grange who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: Coles Myer Logistics Pty Ltd -&- the National Union of Workers, New South Wales Branch

SMEATON GRANGE (NUW) DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2003

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1. Title

This agreement shall be known as the Smeaton Grange (NUW) Distribution Centre Enterprise Agreement 2003.

2. Period of Operation

This agreement rescinds and replaces the previous Enterprise Agreement (Smeaton Grange (NUW) Distribution Centre Enterprise Agreement 2001). This agreement shall operate from the first full pay period on or after 1 September 2003 and shall expire on the 31st August 2005.

3. Incidence and Parties Bound

- a) This agreement shall be binding on the Coles Myer Logistics Pty Ltd Smeaton Grange Distribution Centre ("the Company"), and the National Union of Workers (NSW Branch) ("the Union") in respect of employees working in the classifications contained within this agreement and who are employed at Smeaton Grange.

- b) This Agreement shall be read in conjunction with the Storeman and Packers General (State) Award. Where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency, provided that the Award shall not form part of this Agreement.
- c) A current copy of this agreement shall be accessible for to employees at each workplace.

4. Anti Discrimination

Anti-Discrimination means that no person should be treated unfairly, on the basis of:

- gender,
- pregnancy,
- race, colour, nationality,
- marital status,
- disability,
- sexual preference,
- age,
- political or religious conviction, or
- family responsibilities

The Company will conduct its business activities without regard to gender, pregnancy, age, colour, nationality, religious or political conviction, marital status, disability, sexual preference, family responsibilities or any other factors which are not related to individual on performance and ability to perform and develop in the workplace.

The Company will positively seek to identify and eliminate all discriminatory practices both direct and indirect.

5. Harassment

Harassment means any uninvited, unwelcome behaviour which involves verbal, written, visual or physical affront against another person.

Harassment can involve unwelcome and offensive behaviour that relates to a person's gender, racial or ethnic background, religion, political affiliation, sexual preference or personal attributes.

It is the policy of the Company that there be an environment in which employees can work without distress or interference caused by harassment.

The Company recognises that it is the responsibility of all employees to ensure that they respect the rights of their fellow employees including the right to work in an environment free of any harassment.

In all situations it is the stated policy of the Company that any harassment is unacceptable and will not be tolerated in any circumstances.

6. Introduction of Change

Where the company has made a definite decision to introduce major changes beyond the scope of the terms and conditions of this agreement, the company shall notify the employees and the Union who may be affected by the proposed changes.

7. Grievance Procedure

It is agreed that every endeavour will be made to amicably settle any grievance which may arise in the Distribution Centre by direct negotiation and consultation between the parties to this Agreement. To facilitate the settlement of any such grievance the following channel of communication shall apply:

- (a) Any dispute arising out of employment shall be referred by the individual employee or the Union Delegate to the employees Team Manager;
- (b) Failing settlement at this level between the employer and the Union Delegate on the job, the Union Delegate shall refer the dispute within 24 hours to the Union Organiser who will take the matter up with the employer.

All efforts shall be made by the employer and the Union Organiser to settle the matter but failing settlement the Union Organiser shall refer the dispute to the Union Secretary and the employer shall refer the dispute to its parent employer (Coles Myer Logistics) and the Union Secretary shall take the matter up with the parent employer;

- (c) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute;
- (d) At any time either party shall have the right to notify the dispute to the Industrial Commission.

The objective of the grievance procedure is for the majority of issues to be resolved directly between the employee and their Team Manager. However, the Company also recognises the employee's right to seek assistance from a representative of the Union to assist them in resolving a dispute.

8. Employment Contract

- (a) Full-time employee – A full-time employee is engaged on a weekly basis to work 152 hours over a 4 week cycle.
- (b) Part-time employee – a part-time employee is engaged on a weekly basis and works an agreed number of hours less than 152 hours over a 4 week cycle.
- (c) Casual employee – a casual employee is engaged by the hour, on an irregular basis.
- (d) Limited tenure employee – is engaged on either a full-time or part-time basis for a specified time in accordance with one of the classifications under Clause 7 of this agreement. The minimum period will be one month, with a maximum of 12 months.
- (e) Team Member in Training – may be employed subject to Clause 7 of this agreement on a casual, part-time or full-time basis.
- (f) The employee will be provided with a written statement of:
 - i. commencement date and time
 - ii. employment classification
 - iii. contracted hours of work
 - iv. rate of pay

9. Classifications / Definitions

(a) Team Member in Training

A Team Member in Training is a person who upon appointment, does not possess the relevant qualifications and experience required by the Company to competently perform the duties of their classification.

An employee at this level performs routine duties only to their level of training. Such an employee:

- (i) works under direct supervision;
- (ii) undertakes and completes training structured by the Company in order to develop relevant competencies;
- (iii) exercises only minimal judgement during their training period;
- (iv) participate in team based workplace activities as required;
- (v) operate in a safe manner at all times.

No employee shall work in this capacity for more than a maximum of 494 ordinary hours.

(b) Team Member

An employee at this level performs work above and beyond the skills of a Team Member in Training and to the level of their training. Such an employee:

Can perform tasks with general supervision, exercising limited discretion within defined procedures.

- i. Is trained in and applies basic quality/service requirements
- ii. Has knowledge of health and safety in relation to tasks performed and always operates in a safe manner.
- iii. Can perform a range of tasks across all areas of the Distribution Centre.
- iv. Is able to provide training for fellow employees within their work area and skills limitations on skills development and workplace health and safety matters.
- v. Is responsible for assuring the quality/service of their own work.
- vi. Is able to exercise good interpersonal and communication skills in dealing with fellow workers.
- vii. Continues training as required by the company.
- viii. Participate in team based workplace activities as required.

(c) Team Leader

A Team Leader shall mean an employee appointed as such who has completed appropriate, accredited training and is capable of applying skills learnt there for the work. A Team Leader may supervise and direct other staff, however may also work to defined procedures in addition to supervisory tasks.

A team leader at this level performs work above and beyond the skills of a Team Member employee and to the level of their training. Such an employee:

- i. Works from Complex instructions and procedures.
- i. Is able to provide training for fellow employees within their work.

- iii. Is able to co-ordinate work in a team environment or work individually under general supervision.
- iv. Is responsible for assuring the quality/service of their own work.
- v. Is able to exercise good interpersonal and communication skills in dealing with fellow workers.
- vi. Is accountable and responsible for workplace output.
- vii. Is capable of working without supervision.
- viii. Understands the Employer’s entire operation.
- ix. Assists in the development and facilitation of training and development in conformity with Employer guidelines
- x. Demonstrates and applies high problem solving skills within defined procedures.
- xi. Continues training as required by the company.
- xii. Participate in team based workplace activities as required
- xiii. Operates in accordance with OHS requirements at all times and ensures team members do the same.

(d) Progression/Re-Classification

- i. Progression from the prescribed training rate after a maximum of 494 hours shall be automatic subject to a satisfactory OH & S appraisal in relation to their performance of tasks specified in that position description.
- ii. Where a vacancy exists for a Team Leader, progression from Team Member to Team Leader shall require formal application by the employee. An appropriate selection process will be followed to select the Team Leader, giving regard to the employee having successfully completed the appropriate training modules and having achieved the level of competency required for appointment to the higher level.

10. Wage Rates

a) The wage rates payable to employees under this Agreement shall be as follows:

	1/3/03 (base)	1/9/2003 (4%)	1/9/2004 (4%)
Team Member in Training	735.13	764.53	795.11
Team Member	772.92	803.84	835.99
Team Leader	818.12	850.84	884.87

The above increases shall commence the first pay period commencing on or after the dates specified above.

11. Mixed Function

Employees may perform any of the non-supervising duties required within the distribution centre at the same specified rate of pay, but would receive the higher team leader rate of pay based on the following:

An employee engaged for two or more hours per day, shall receive the team leader rate for the whole day.

An employee engaged for less than two hours on any day, shall receive the team leader rate whilst so employed.

12. Termination of Employment

- (a) Employment shall be on a weekly, part-time, limited tenure or casual basis. The Company shall indicate clearly at the time of engagement the basis on which the employee is being engaged.
- (b) Employment of weekly and part-time employees during the first three months of service shall be probationary and shall be from day to day at the pro-rata weekly rate. During the probationary period, employment shall be terminable by a day's notice on either side.
- (c) Subject to Sub-Clause (b), (d) and (e) of this Clause, employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wages.
- (d) Notwithstanding any provisions of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.
- (e) Employment of casuals shall be from hour to hour at the pro-rata weekly rate. It shall be terminable by a day's notice on either side.

13. Payment of Wages

- (a) Wages shall be paid weekly in arrears.
- (b) All payments will be made by Electronic Funds Transfer.
- (c) The employer shall pay wages within four days of the end of each pay period.

14. Superannuation

Superannuation for employees employed under this agreement shall be governed by the provisions of the Superannuation Guarantee (Administration) Act 1992 (as amended) and the applicable regulations, provided that:

- (a) All superannuation entitlements shall be directed to the LUCRF Fund unless the employee elects to contribute to one of the following funds
 - (i) REST;
 - (ii) CARE;
 - (iii) ARF; or
 - (iv) FIRST; and;
- (b) The employee may, in accordance with the Superannuation Guarantee (Administration) Act 1992 (as amended) and the applicable regulations opt in and out of the above funds.

15. Ordinary Hours of Work

The ordinary hours of operation extend across 7 days, 24 hours a day with the flexibility to roster employees across 5 consecutive days in 7.

Employees will be paid the penalty rates set out in Appendix A and B in addition to their ordinary rate for hours rostered to work during such times.

16. Rostering Principles

- (a) Full time Employees:

- i. A full-time employee shall be engaged on a weekly basis and shall work 152 hours over a 4-week cycle.
 - ii. A full-time employee shall work on not more than 20 days per 4-week cycle.
 - iii. A full-time employee may be rostered to work a maximum of 46 ordinary hours in any week.
 - iv. A full-time employee may work up to 10 hours (exclusive of meal breaks) per engagement.
 - v. The minimum engagement of 4 hours for a full-time employee may be rostered.
 - vi. There shall be a minimum break of ten hours between a full-time employee's finishing time on one engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight hours shall be substituted for ten hours.
 - vii. Where a full-time employee does not receive such a break between engagements they shall be paid at overtime rates for all work performed until such time as they are provided with a ten hour break.
 - viii. Any permanent roster change must be provided to the employee in writing with a minimum of 7 days' notice. Provided that an employee's roster may be changed by mutual agreement at any time.
 - ix. An employee's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise, the employee shall be entitled to such penalty, loading or benefit, as if their roster had not been changed.
- (b) Part Time Employees:
- i. A part-time employee shall be engaged on a weekly basis and shall be contracted to work an agreed number of hours, which shall be a minimum of 60.8 hours or less than 152 hours over a 4-week cycle.
 - ii. A part-time employee shall work on not more than 20 days per 4-week cycle.
 - iii. A part-time employee may be rostered to work a maximum of 46 ordinary hours in any week.
 - iv. A part-time employee may work up to 10 hours (exclusive of meal breaks) per engagement.
 - v. A part-time employee may also agree to work additional hours at ordinary rates plus the casual loading. Provided that the aggregate of contract hours and additional hours are less than 152 hours over a four week cycle or no more than 46 hours in a week.
 - vi. The minimum engagement a part-time employee may be rostered to work shall be 4 hours.
 - vii. There shall be a minimum break of ten hours between a part-time employee's finishing time on one engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight hours shall be substituted for ten hours.
 - viii. Where an employee does not receive such a break between engagements they shall be paid at overtime rates for all work performed until such time as they are provided with a ten hour break.
 - ix. Any permanent roster change must be provided to the employee in writing with a minimum of 7 days' notice. Provided that an employee's roster may be changed by mutual agreement at any time.

- x. An employee's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise, the employee shall be entitled to such penalty, loading or benefit, as if their roster had not been changed.
 - xi. Leave and benefit entitlements shall be calculated on the basis of pro rata entitlements for full-time employees.
- (c) Casual Employees:
- i. A casual employee shall be engaged by the hour on an irregular, as needs basis.
 - ii. A casual employee may work up to 152 ordinary hours over a 4-week cycle.
 - iii. A casual employee may be rostered to work a maximum of 46 ordinary hours in any week.
 - iv. A casual employee may work up to 10 hours (exclusive of meal breaks) per engagement.
 - v. The minimum engagement a casual may be worked shall be 4 hours.
 - vi. A casual employee may agree to be rostered to work a split engagement to meet the needs of the Company
 - vii. Except for split engagements, as provided above, there shall be a minimum break of ten hours between a casual employee's finishing time on one engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight hours shall be substituted for ten hours.
 - viii. Where a casual employee does not receive such a break between engagements they shall be paid at overtime rates for all work performed until such time as they are provided with a ten hour break.
 - ix. In addition to the ordinary hourly full-time rate an allowance of 15% plus 1/12 holiday rate for all ordinary hours worked shall be paid.
- (d) Limited Tenure Employees
- i. Limited tenure employees shall be engaged as required by the company.
 - ii. All benefits will be paid on a pro-rata basis of the full-time requirement.
- (e) Scheduled Day Off
- i. Employees will be scheduled to take one day off each four weeks. This day off can be scheduled on any day of the week at the Company's discretion and will be advised to employees at least 2 weeks in advance.
 - ii. The scheduled day off can be changed by mutual agreement, or if required by the Company, with at least 1 weeks notice in writing (or 48 hours in exceptional circumstances)
 - iii. Annual leave cannot be split to avoid a scheduled day off falling during such leave. The parties to this agreement recognise that an employee is entitled to 12 scheduled days off per year. (based on an employee working 48 weeks and taking 4 weeks annual leave)
 - iv. Where an employees scheduled day off falls on a day fixed by the Company as a nominated public holiday as per clause 22, the day shall be deemed to be only a public holiday and the scheduled day off shall be rescheduled by mutual agreement

- v It is further agreed that employees may accrue up to 5 scheduled days off at any one time for use in the future. The non working days that can be banked, and the times that they can be banked, and the times that they can be redeemed will again be at the Company's discretion.
- Vi Through mutual agreement between the Company and the employee, the employee may choose to work a roster than does not include a scheduled day off.

17. Overtime

- (a) All hours worked before or after the employee's rostered start and finish time, or in excess of 152 hours by an employee over a 4 week cycle or in excess of 10 hours in any day or in excess of 46 hours in any week shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) Each engagement of overtime shall stand alone.
- (c) By mutual agreement between the employer and employee, overtime may be taken as time off in lieu at the overtime equivalent.
- (d) All overtime must be authorised by management.
- (e) The casual loading shall not apply during periods of overtime worked by a casual employee.
- (f) Where overtime is required, preference will be given to permanent staff to work such overtime.
- (g) All hours worked on a Sunday, be they rostered hours or overtime hours, will attract a loading of 100% as prescribed in attachment A

18. Meal Allowance

The payment of a meal allowance of \$9.40 (paid through EFT) shall only apply where:

- (a) an employee works one hour or more of overtime; and
- (b) the employee has not been provided with either 24 hours notice or notice during the previous shift of work of the additional meal break.

The meal allowance shall increase to \$9.75 from the first pay period commencing on or after 1 September 2004.

19. Meal Break

- (a) An employee cannot work more than five consecutive hours (or 6 hours by mutual agreement) without receiving an unpaid meal break of between 30 and 60 minutes duration.
- (b) An employee working overtime shall be allowed a meal break of twenty minutes without deduction of pay after each four hours of overtime worked, if the employee continues work after the break.

20. Rest Breaks

- (a) An employee shall be entitled to a paid rest break of 10 minutes duration if rostered to work for more than four consecutive hours of work.
- (b) An employee working in excess of 9 hours or more in any one day will be provided with an additional paid rest pause of 10 minutes.

21. Personal Leave

- (a) Sick Leave

- i. The employee shall not be entitled to sick leave in excess of the following:
- ii. In the first year of employment – 45.6 hours (6 days)
- iii. In the second year and up to and including the fourth year of employment – 60.8 hours (8 days).
- iv. In the fifth year and thereafter – 76 hours (10 days).
- v. Sick leave taken and approved shall be deducted from the employee's accrued entitlement.
- vi. Subject to the employer's approval, sick leave shall be paid at the employee's ordinary time earnings. Ordinary time earnings for the purpose of sick leave includes the shift penalty where the shift the employee was rostered to work attracted the payment of a shift penalty.
- vii. An employee shall not be entitled to paid sick leave for any period in respect of which they are entitled to workers compensation.
- viii. An employee's unused sick leave entitlement from any year shall accrue to the following year.
- ix. The employee shall notify their manager, or the manager on duty, prior to the commencement of their rostered start time for that day of their inability to attend for duty and, as far as possible, the nature of the illness or injury and the estimated duration of the absence.
- x. The employee is required to provide a medical certificate in the following circumstances:
 - a) for absences of 2 or more consecutive days, and
 - b) for single day absences when the number of absences over a 12 month period exceed 6 in the first year of employment, 8 in years 2 to 4 of employment and 10 for employees with 5 or more years service.
- xi. Employees are required to provide a medical certificates for absences of a single day in the following circumstances:
 - a) when the number of single day absences over a 12 month period exceed the number prescribed in paragraph (x) above; or
 - b) when the employee does not comply with the absence notification process prescribed in paragraph (ix); or
 - c) the employee does not have sufficient accrued sick leave; or
 - d) the employee is being counselled for excessive absenteeism or related issues and is advised of a requirement to provided medical certificates for future absences.
- xii. To ensure that as a result of clause (x) absenteeism doesn't increase, a 6 monthly review will be held. If it is identified that the number of single day absences has increased as a result of increasing the number of single day absences before a medical certificate is required, the requirement to produce a medical certificate after 2 single day absences may be reintroduced following consultation with the union.
- xiii. An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use up to their sick leave per annum, non-cumulative, in order to care for such persons when they are ill. The employee, if required, shall establish, by production of a medical certificate, the illness of the person concerned.
- xiv. When an employee commences but is unable to remain at work for the complete engagement they will be required on request of the employer, to provide a medical certificate when at least half of the rostered engagement has not been worked.

- (b) Bereavement Leave
- i. In each instance of the death of an “immediate relative”, an employee, other than a casual, shall be entitled to paid Bereavement Leave based upon ordinary time earnings which shall not exceed three shifts.
 - ii. Where the death of an “immediate relative” as prescribed above occurs interstate or outside of Australia and the employee attends the funeral, the employee shall be entitled to receive an additional unpaid period of Bereavement Leave, which shall not exceed two shifts.
 - iii. Proof of such death shall be required to be produced, when requested by the manager.
- (c) Annual Leave
- i. See *Annual Holidays Act 1944* as amended.
 - ii. An employee when commencing a period of leave, shall be entitled to an annual leave loading of seventeen and half (17.5) per cent of the ordinary rate of pay.
 - iii. Where an employee would have been rostered to work if they were not on annual leave during hours that attract a penalty rate, the greater of the penalty rate or 17.5% loading will be paid.
 - iv. This loading shall also be paid on termination of employment where the annual leave which has become due to the employee has not been taken at the time of termination.
 - v. The provisions of subclause 19 (c)(iv) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata annual leave pay, paid on termination of employment.
- (d) Long Service Leave
- See Long Service Leave Act 1955 as amended.

22. Jury Service

- (a) An employee, other than a casual, required to attend for jury service during their rostered hours of work shall not suffer any loss of income in respect of the ordinary hours they would have worked had they not been on jury service.
- (b) An employee attending for jury service is not required to attend for work on that day.
- (c) To receive payment, an employee shall provide to the business:
 - i) proof of their requirement to attend jury service;
 - ii) proof of actual attendance;
 - iii) proof of jury fees received for such service.
- (d) The employee shall give the business reasonable notice of such requirement to attend for jury service.

23. Parental Leave

See Parental Leave Provisions of the NSW IR Act 1996 (Section 58)

24. Public Holidays

- (a) A full-time employee shall be entitled without loss of pay, to eleven public holidays per year. Each employee is able to nominate up to 5 public holidays (“variable holiday”) to suit their individual needs and the company will nominate at least 6 fixed days which are recognised as public holidays.
- (b) A part-time employee will receive a pro rata benefit calculated on the basis of their average weekly ordinary hours divided by 38.
- (c) Variable holidays shall be:
 - i) determined by agreement between the company and the employee prior to the commencement of each calendar year (or for new employees on commencement);
 - ii) calculated on a pro rata basis on the proportion of service in the calendar year for the purposes of:
 - calculating a new employee’s entitlement
 - calculating the hours to be or recovered on termination.
 - iii) limited to 1 day in the first three (3) months of employment, provided that the day shall not be nominated within two (2) months of commencing.
- (d) Where such days are to observe an employee’s nominated cultural or religious days, all reasonable efforts will be made by the Company to accommodate the employee’s wishes (e.g. Chinese New Year).
- (e) If the distribution centre is unable to open for trade on a day(s) then such day(s) shall automatically become a nominated public holiday and shall be counted as one of the eleven public holidays, or pro-rata for part-time employees, to which a permanent employee is entitled.
- (f) Where an employee is asked and works on a company nominated holiday, the employee shall be paid a penalty of 150% (except Christmas Day, Good Friday) in addition to their ordinary time rate of pay for time so worked or mutually agree with the Company to take reciprocal time off on another day. (Christmas day and Good Friday shall be paid at a penalty of 200% in addition to their ordinary rate of pay.)
- (g) If at the completion of the calendar year, the employee has not (at the instigation of the employee) taken their full entitlement of public holidays, the Company shall then schedule the employee to take such unutilised leave at times nominated by the Company.
- (h) For Limited Tenure Employees, the days which are gazetted by the government as public holidays but are not nominated by the Company as fixed holidays, shall be worked if they form part of an employee’s normal roster. If rostered to work one of these days they shall be paid their ordinary rate.

Where a limited tenure employee works on a public holiday nominated as a fixed day by the Company, the employee shall receive the penalty rates set out in subclause (f).

At the end of the Tenure period, the employee will be paid the pro rata benefit in accordance with Subclause (c) (ii).

- (i) Casual employees, who work on days which are gazetted by the State or Local government as a public holiday, shall be paid the rate prescribed for permanent employees above.

25. First Aid Kit and Allowance

- i. See Occupational Health and Safety Act 1983, as amended.
- ii. In each place where employees are regularly employed, the employer shall provide and continuously maintain a place or places reasonably accessible to all employees, an efficient first aid kit.

- iii. An employee, qualified to St John Ambulance standard or equivalent appointed to act as the First Aid Attendant shall be paid an allowance of \$14.60 per week by EFT.
- iv. Should an employer require an employee to undertake a course to qualify to St John Ambulance standard or equivalent, the employer shall pay for such costs of tuition and required texts (if any) as are prescribed by the organisation conducting the course.

26. Noticeboard

The employer shall permit a noticeboard of reasonable dimensions to be erected in a prominent position in the distribution centre so that it will be reasonably accessible to all employees working under the agreement. Accredited Union representatives shall be permitted to put on the notice board formal union notices.

27. No Extra Claims

It is the term of this agreement that both parties undertake for the duration of the agreement not to pursue any extra claims. Both parties recognise that the wages as expressed incorporate payments due under the Minimum Rates Principle.

28. Union Recognition and Membership

- (a) For the purposes of this Agreement, the Company recognises the National Union of Workers' NSW Branch (NUW) as being the Union that shall have exclusive representation of employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether or not those terms and conditions are subject to this Agreement or not.
- (b) All employees shall be given an application form to join the National Union of Workers at the point of induction.
- (c) All new employees will be introduced to the Union delegate within the induction period.
- (d) The Company undertakes upon authorisation to deduct union membership dues, as levied by the National Union of Workers (NSW Branch) in accordance with its rules, from the pay of employees who are members of the union at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

29. Transmission of Business

For the purposes of this agreement, where the business is transmitted from the Company (in this clause the transmittor) to another Company (in this clause transmittee) and an employee who at the time of the transmission was an employee of the transmittor becomes an employee of the transmittee:

- (a) the continuity of service of the employee shall be deemed not to have been broken by reason of such transmission;
- (b) the period of service which the employee has had with the transmittor or any prior transmittor shall be deemed to be service with the transmittee; and
- (c) the employee will not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transmission of business.

In this clause, business includes trade, process, business or occupation and includes part of any such business, and transmission includes the sale, transfer, conveyance, assignment or succession whether by agreement or by operation of law, and transmitted has a corresponding meaning.

30. Leave Reserved

The Union has reserved its right to pursue a redundancy provision during the life of this agreement.

31. Signatories

Signed on behalf of
 Coles Myer Logistics
 258 Queensberry Street
 Carlton Victoria 3053

Date: 14/11/03

Signed on behalf of
 National Union of Workers (NUW)
 3-5 Bridge Street
 Granville NSW 2142

Date: 14/11/03

32. Appendix 'A'

Penalty Rates

Span of Hours

M-F	Refer Appendix B 12mid	5am	NIL	8pm	Refer Appendix B 12mid
SAT	50% 12mid 12mid				
SUN	100% 12mid 12mid				

32. Appendix 'B'

Penalty Rates – Afternoon Shift – Monday to Friday

1. Afternoon Shift is a shift finishing between 8pm and at or before 2am
2. A shift employee working on an afternoon shift will be paid for such shift 10 per cent more than his/her ordinary base rate.
3. The afternoon shift penalty will increase to 17.5% during the life of this agreement provided that agreed productivity improvements are achieved. The increase in the shift penalty from 10% to 17/5% may occur in 3 stages with each stage being linked to the agreed productivity improvements. The stages are:
 - a. Stage 1 – 10% to 12.5%
 - b. Stage 2 – 12.5% to 15%
 - c. Stage 3 – 15% to 17.5%

Penalty Rates – Night Shift – Monday to Friday

1. A penalty of 25 per cent shall be paid for shifts starting on or after 8pm and finishing at or before 5am.
2. Employees who finish work after 5am will receive a 25per cent penalty for the actual hours of the shift that are worked between 9pm and 5am.
3. Employees who work night shift on a Friday night will receive a penalty of 50 per cent for the actual hours of the shift that are worked on the Saturday.