

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/319

**TITLE:** Coles Myer Logistics Pty Ltd Huntingwood Distribution Centre Enterprise Agreement 2005

**I.R.C. NO:** IRC5/5345

**DATE APPROVED/COMMENCEMENT:** 31 October 2005 / 1 June 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/161.

**GAZETTAL REFERENCE:** 23 December 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 18

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Coles Myer Logistics Pty Ltd, located at Huntingwood Distribution Centre, 35, Huntingwood Drive, Huntingwood NSW 2148, and covers only those classifications in clause 6, of the agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

**PARTIES:** Coles Myer Logistics  
Huntingwood Distribution Centre -&- the National Union of Workers, New South Wales Branch

**HUNTINGWOOD**

**(NUW)**

**DISTRIBUTION  
CENTRE**

**ENTERPRISE  
AGREEMENT**

**2005**

**TABLE OF CONTENTS**

1. TITLE..... 3

2. PARTIES TO THE AGREEMENT ..... 3

3. DURATION OR PERIOD OF OPERATION..... 3

4. RELATIONSHIP TO AWARD AND OTHER DOCUMENTS ..... 4

5. OBJECTIVES OF THE AGREEMENT..... 4

6. DEFINITIONS..... 4

    Team member in training ..... 5

    Team Member..... 5

    Team Leader..... 5

    Progression/Re-classification ..... 6

7. NO EXTRA CLAIMS ..... 6

8. WAGES ..... 6

    8.1 Wage Rates ..... 6

    8.2 Payment of Wages..... 7

    8.3 Mixed Function ..... 7

9. EMPLOYMENT ..... 7

    9.1 Probationary Status of all new Employees, promotions and reassignment. 7

    9.2 Merit Selection ..... 7

    9.3 Responsibilities and Duties ..... 7

10. HOURS OF WORK, ROSTERING AND OVERTIME ..... 7

    10.1 Hours of Work, rostering and penalty rates ..... 7

        10.1.1 Ordinary hours and Penalty rates ..... 7

    10.2 Rostering..... 8

        a) Flexibility ..... 8

    10.3 Variation of Roster..... 8

    10.4 Part-Time Employees..... 9

    10.5 Flex-up ..... 9

    10.6 Casuals ..... 9

    10.7 Overtime..... 9

    10.8 Time off in lieu of overtime ..... 10

    10.9 Overtime Meal Allowance..... 10

    10.10 Meal Breaks and Rest Breaks ..... 10

11. LIMITED TENURE EMPLOYMENT ..... 10

12. LEAVE PROVISIONS ..... 11

    12.1 Sick Leave..... 11

        12.1.2 Notification of Illness or Injury ..... 11

    12.2 Annual Leave ..... 11

    12.3 Compassionate Leave..... 11

    12.4 Family/Carers Leave ..... 12

    12.5 Long Service Leave ..... 12

12.6 Jury Service .....	12
12.7 Parental Leave .....	12
13. PUBLIC HOLIDAYS.....	12
14. OCCUPATIONAL HEALTH AND SAFETY .....	13
14.1 Application of State Laws .....	13
14.2 Adherence by employees and Breaches.....	13
14.3 Apparel, Equipment and Personal Protective Equipment.....	13
14.4 Mobile Telephones.....	14
14.5 Bullying.....	14
14.6 First Aid Kit and Allowance.....	14
16. FITNESS FOR DUTY .....	14
17. TRANSMISSION OF BUSINESS .....	14
18. TERMINATION OF EMPLOYMENT .....	15
18.1 Full-time & Part-time employees .....	15
18.2 Notice of Termination by the Full-time and Part-time employee.....	15
18.3 Time off during notice period.....	15
18.4 Statement of employment .....	16
18.5 Termination of casual employees.....	16
19. SUPERANNUATION .....	16
20. DISPUTE SETTLEMENT PROCEDURE.....	16
21. ANTI-DISCRIMINATION & HARASSMENT.....	17
22. UNION RECOGNITION AND MEMBERSHIP .....	17
23. SIGNATORIES .....	18

## **1. TITLE**

This Agreement will be known as the Coles Myer Logistics Pty Ltd Huntingwood Distribution Centre Enterprise Agreement 2005 (the "Agreement").

## **2. PARTIES TO THE AGREEMENT**

This agreement shall be binding upon: Coles Myer Logistics Pty Ltd ("the Company"); and the National Union of Workers (NUW) New South Wales Branch (the "Union"), It covers only those classifications specified in this Agreement at Clause 6, employed at the Huntingwood Distribution Centre (the "DC").

## **3. DURATION OR PERIOD OF OPERATION**

This Agreement rescinds and replaces the previous Enterprise Agreement (or Award) the Huntingwood (NUW) Distribution Enterprise Agreement 2003 and all site Agreements and Letters of Understanding.

This Agreement commences on 1 June 2005 and will remain in force for three years until 31 May 2008.

The wage rates and terms and conditions provided by this Agreement will be operative from the first full pay period to commence on or after 1 June 2005.

#### **4. RELATIONSHIP TO AWARD AND OTHER DOCUMENTS**

This Agreement shall be read in conjunction with Storeman and Packers General (State) Award. Where there is any inconsistency, this Agreement shall take precedence to the extent of any inconsistency, provided that the Award shall not form part of this Agreement.

#### **5. OBJECTIVES OF THE AGREEMENT**

The parties to this agreement acknowledge that the objective of this Agreement should be to work collectively to improve the working environment and to increase the productivity, flexible operation, efficiency and prosperity of the Company.

The terms of this agreement are aimed at providing, in a competitive market place, a Supply Chain that is in conformity with the vision and goals of CML. The Company and the Union(s) recognise the contribution of all parties to this agreement in setting a framework for increased productivity and profitability, and to the long-term security for its employees.

The parties further agree that in order to improve its competitive position, CML requires in its Supply Chain, full flexibility to operate on a twenty-four hour, seven day per week basis around the needs of stores, suppliers and customers. The provisions of this agreement are aimed at providing the basis for continued flexibility and security of employment through:

- a) All employees, including managers at all levels and elected union representatives, working co-operatively as a team.
- b) Continuous monitoring of performance, behaviour and results to ensure that the Company continuously improves productivity with the aim of meeting and/or exceeding world best practice.
- c) Ensuring that the total workforce is committed to quality of product, personal and workplace safety and meeting or exceeding customer needs.
- d) Ensuring all employees benefit from the improved competitiveness and prosperity of CML.

To assist in achieving the desired objectives, the Company will carefully select the best people available to work in its operation and to create a safe work environment that fosters teamwork and co-operation amongst employees at all levels. This environment will ensure, job satisfaction for all employees, high productivity and confidence in CML to continue to invest in the Company to the benefit of employees and customers alike.

The parties to this Agreement acknowledge that workplace flexibility is a condition of employment for all employees. All employees will carry out reasonable and lawful directions and duties that are within their skill, competency and training, provided the employee is capable of performing the work in a safe manner. The parties further agree that the Company has the ability to maximise the efficiency of its operations through flexibility in the assignment of appropriately skilled employees. Employees will perform the full range of tasks, required by the Company limited only by their skills, knowledge, training, capability, and safety considerations.

#### **6. DEFINITIONS**

For the purposes of this Agreement the following definitions will apply:

**Company** means Coles Myer Logistics Pty Ltd trading as Supply Chain

**CML means** Coles Myer Limited Group/Corporation

**DC** means *Huntingwood Distribution Centre*

**Employee** means any person engaged under the terms of this agreement.

**Full-time Employee** means a person engaged to work 152 hours in any four (4) week cycle.

**Part-time Employee** means a person engaged for an agreed number of hours no less than 60.8 hours and no more than 152 in any (4) week cycle.

**Casual Employee** means a person engaged on an hourly basis, when required, with a minimum engagement of four (4) consecutive hours on each day required to be worked.

**Limited Tenure Employee** means a person engaged on either a Full time or Part time basis for a defined period subject to

- a) Tenure being extended by a minimum of whole weeks or months but should not exceed three months.
- b) One (1) week's notice being provided to the employee to extend the tenure.

**Ordinary time Rate of pay** - means the base rate for the employee, as specified in clause 8.1, i.e. excluding overtime, allowances, bonuses and other penalty payments.

**Policies and Procedures** - means the policies and procedures of CML and or the Company as amended from time to time.

## **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.

No employee shall work in this capacity for more than a maximum of 3 months.

## **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.
- 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.

## **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.
- ii. 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.

**Progression/Re-classification**

- i. Progression from the prescribed training rate after a maximum of 3 months 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 written 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.

**Union** means National Union of Workers (NUW) New South Wales Branch

**7. 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.

**8. WAGES**

**8.1 Wage Rates**

The wage rates payable to employees under this agreement, from the first full pay period on or after 1 June 2005 will be as follows:

	<b>1 June 2005 – 4%</b>	<b>1 June 2006 – 5.6%</b>	<b>1 June 2007 – 2.4%</b>
<b>Team Member in Training</b>	<b>\$21.7610</b>	<b>\$22.9796</b>	<b>\$23.5311</b>
<b>Team Member</b>	<b>\$22.8798</b>	<b>\$24.1611</b>	<b>\$24.7409</b>
<b>Team Leader</b>	<b>\$24.2175</b>	<b>\$25.5737</b>	<b>\$26.1875</b>

## **8.2 Payment of Wages**

Wages shall be paid weekly in arrears and no longer than four (4) working days following the end of the pay period.

Payment of wages is to be made by electronic funds transfer into an account at a financial institution nominated by the employee.

## **8.3 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.

## **9. EMPLOYMENT**

### **9.1 Probationary Status of all new Employees, promotions and reassignment**

All employment will be offered, subject to the employee first satisfactorily completing a period of probationary employment of three months. This condition of employment applies to all full-time, part-time and limited tenure positions, where appropriate.

### **9.2 Merit Selection**

In respect of promotions, reclassifications and reassignments of positions all employees will be selected on the basis of merit and according to the recruitment decision-making process, to ensure the best candidate is chosen. All positions will be advertised internally.

### **9.3 Responsibilities and Duties**

It is expected that the employee will:

- a) Perform all of the duties for which they are engaged as well as other lawful duties, directions and responsibilities as may from time to time be assigned and communicated to the employee and that are within their skill, competency and training of the employee to perform in a safe manner.
- b) Cease to perform any duties, directions and responsibilities when directed to do so by the Company.
- c) Comply with all CML and Company policies and procedures as amended from time to time. As a condition of their employment, work honestly, diligently and to the best of their ability.

## **10. HOURS OF WORK, ROSTERING AND OVERTIME**

### **10.1 Hours of Work, rostering and penalty rates**

#### **10.1.1 Ordinary hours and Penalty rates**

The ordinary hours of work for all employees will extend across twenty-four (24) hours a day, seven (7) days per week.



Employees will be paid penalty rates only for hours worked (excluding overtime) within the specified times as follows:

- Monday to Friday
  - 12 midnight 5 AM = 25%
  - 5AM - 6PM = NIL
  - 6PM - 12 midnight = 19%
- Saturday 12 Midnight - 12 midnight 50%
- Sunday 12 Midnight - 12 midnight 100%

Penalty payments as specified above will not be included in:

- a) The calculation of overtime; or
- b) The calculation of any allowance; or
- c) With respect to any work for which any other form of penalty is made under this Agreement; or

## **10.2 Rostering**

### **a) Flexibility**

Employees may work up to ten (10) ordinary hours per day and may be rostered to work a maximum of one hundred and fifty-two (152) ordinary hours over a four (4) week cycle.

The Company may agree with its employees to extend the cycle beyond four (4) weeks, to meet fluctuating demands, such that a thirty-eight (38) hour week may be averaged over a longer period (eg. four hundred and fifty-six (456) hours over a twelve (12) week cycle).

### **b) Scheduled Day Off**

This clause will cease operation from the first pay period on or after 1 June 2006.

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.

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)

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)

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

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.

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.

## **10.3 Variation of Roster**

The parties to this agreement agree that it shall be the prerogative of management to change the roster pattern provided that it notifies the employees at least seven (7) calendar days prior to making any change. The notice period may be shortened by mutual agreement.

The Company will endeavour to meet the competing needs of individual employees in respect of family and education commitments in allocating work under a new roster.

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.

## 10.4 Part-Time Employees

A Part-time Employee is a person engaged by the Company for an agreed number of hours no less than 60.8 hours and less than one hundred and fifty two (152) over a four (4) week cycle.

## 10.5 Flex-up

In conjunction with or in addition to any rostered shift, a part time employee may be offered, on a voluntary basis, additional hours to a maximum of forty-eight (48) hours in any week. Provided that such additional hours shall be offered:

- a) In accordance with the relevant roster principles to a maximum of One hundred and Fifty-two (152) hours over any four (4) week cycle; and
- b) Paid at the ordinary time base rate plus the Casual loading prescribed in Clause 13.6. This is in lieu of entitlement to Sick leave, Annual leave, Public holidays or other forms of leave, which would otherwise be accrued for the additional hours worked.

## 10.6 Casuals

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 in lieu of entitlements to sick leave, annual leave, public holidays or other forms of leave (excluding long service leave).

## 10.7 Overtime

An employee may be required to work reasonable overtime in accordance with the operational requirements of the Company. They will be entitled, where overtime is authorised, to payment at appropriate overtime rates.

- a) **Full Time and Part time Employees** will be entitled to overtime for authorized hours worked in excess of:
  - i) Ten (10) hours per day (exclusive of meal breaks); or
  - ii) One hundred and fifty two hours (152) per four (4) week cycle
- b) Where the Company and the employee agree to extend the cycle beyond four (4) weeks, in accordance with the provisions of clause 13.2, then overtime provisions in clause 13.7(a) will be adjusted to reflect the extended cycle.
- c) **A casual employee** shall be entitled to payment for overtime for authorized hours worked in excess of ten (10) hours in any day, or one hundred and fifty two (152) hours in any 4-week cycle.
- d) Payment for authorised overtime will be calculated at the ordinary time base rate as specified in Clause 8 (i.e. in the calculation of overtime, other penalties are not to be incorporated on top of the base rate) as follows:
  - **Monday to Saturday:** All authorised overtime will be paid at time and a half for the first two hours, double time thereafter
  - **Sunday Public Holidays:** all authorised overtime worked on Sundays and public holidays will be paid at double time.

- e) Each day will stand-alone (i.e. overtime will be calculated on a daily basis and will be non-cumulative)
- f) The casual loading will not apply during periods of overtime.

**10.8 Time off in lieu of overtime**

The employee will be entitled, subject to operational convenience, to a choice between payment and time off in lieu on each occasion overtime is worked;

By agreement with the Company, an employee may elect to take time off in lieu of overtime provided:

- a) Any such request is made in writing; and
- b) time off in lieu is taken at the overtime equivalent
- c) Time off in lieu of overtime must be taken at a time convenient to the Company, within Forty-two (42) days of working the overtime.
- d) Where time off in lieu of overtime is not taken within the prescribed period, it will be paid out as overtime.

**10.9 Overtime Meal Allowance**

Where the employee has not been provided with either 24 hours notice or notice during the previous shift of the requirement to work overtime, an employee will be entitled to the payment of a meal allowance (see table below) when required to work more than one (1) hour beyond their rostered time of ending work.

1 June 2005	1 June 2006	1 June 2007
\$9.672	\$10.2136	\$10.4587

**10.10 Meal Breaks and Rest Breaks**

An employee shall not normally work for more than five (5) hours consecutively without an unpaid meal break. By agreement, an employee may extend this period to six (6) hours.

- a) Meal breaks shall be unpaid and for thirty (30) minutes duration.
- b) Employees shall be entitled to a paid rest pause of ten (10) minutes duration if rostered to work more than four (4) hours and it is taken within the first four (4) hours at a time assigned by the Company.
- c) 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.

**11. LIMITED TENURE EMPLOYMENT**

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 of this agreement. The minimum period will be one month, with a maximum of 12 months. Limited tenure employees shall be engaged as required by the company. All benefits will be paid on a pro-rata basis of the full-time requirement.

## **12. LEAVE PROVISIONS**

### **12.1 Sick Leave**

- a) Paid sick leave entitlement for full-time employees is as follows:
  - 45.6 Hours (6 days) in the first completed year of continuous service; and
  - 60.8 hours (8 days) in the second year and up to and including the fourth year of employment; and
  - 76 hours (10 days) in the fifth year and thereafter.
- b) Part-time employees will be entitled to sick leave on a pro-rata basis for contracted hours.
- c) During the first six (6) months of employment an employee may be granted sick leave on a pro-rata basis
- d) Payment for any absence claimed due to illness in the first three months of employment may be withheld by the Company. Upon the completion by the employee of three months satisfactory service, payment will be made retrospectively.
- e) The manager will require a medical certificate for absences of 2 or more consecutive days. Employees will not be required to produce medical certificates for absences of a single day, unless an obvious pattern of absences can be identified. Any such requirement would be introduced to an employee through the normal disciplinary process. The Company reserves the right to require a medical certificate for any absence claimed due to illness.
- f) Unused sick leave entitlement is cumulative.
- g) Where it is evident that sick leave has been taken and claimed for a reason other than genuine illness the Company may deduct the value of such time from the employee's wages at the employee's ordinary hourly rate of pay.
- h) An employee will not be entitled to sick leave for any period in respect of which they are entitled to Workers' Compensation.

#### **12.1.2 Notification of Illness or Injury**

- a) Employees who are unable to attend for work as scheduled due to illness or injury must contact and notify their manager of their inability to attend work due to illness or injury no later than one (1) hour after their scheduled start time or as soon as is practicable; and the employee must, as far as possible, indicate the estimated duration of the absence.
- b) During absences of more than one week, the employee must contact their supervisor weekly, at the start of each week and advise them of the expected date of return to work.
- c) An employee who fails to notify the Company in accordance with 12.1.2 (a) will not be entitled to receive paid Sick Leave.

### **12.2 Annual Leave**

- a) Full-time employees will be entitled to accrue four (4) weeks annual leave at the end of each year of continuous service. Part-time employees will be entitled to accrue annual leave on a pro rata basis.
- b) Annual leave shall be taken at a time mutually agreed between an employee and the Company. With the approval of the Company, an employee may be entitled to take two (2) weeks leave after six (6) months continuous service.
- c) Annual Leave must be taken, unless otherwise approved, within one year of the leave falling due; or
- d) The Company will direct an employee to take annual leave if the annual leave accrued is in excess of one year's entitlement. A reasonable period of notice will be given in such circumstances.
- e) When proceeding on annual leave, a full time or part time employee will receive an annual leave loading of 17.5%, of the ordinary time base rate of pay specified in Clause 8.1.

### **12.3 Compassionate Leave**

A maximum of three (3) days paid leave will be granted in the event of the death of the employee's spouse, parent, sister, brother, child, step-child, grandparent, grandchild or parent-in-law. "Spouse" includes de-facto

spouse and same gender partner. "Parent" includes foster parent. Proof of such death by the employee will be required to the satisfaction of the Company.

Compassionate leave may be granted in the event of the death of the employee's niece, nephew, Aunt, Uncle, brother in law or sister in law and will be deducted from the employee's accrued sick leave. Proof of such death by the employee will be required to the satisfaction of the Company.

## **12.4 Family/Carers Leave**

- a) Leave will be deducted from the employee's accrued sick leave for the purpose of caring for immediate family members. Part-time employees are entitled to family leave on a pro-rata basis.
- b) A medical certificate or a statutory declaration may be required by the Company as proof of the illness or incapacity of the family member, prior to the employee being entitled to payment.
- c) The entitlement to use family leave in accordance with this sub-clause is subject to the employee being responsible for the care of the person concerned; and the person concerned being either being a member of the employee's immediate family; or a member of the employee's household.
- d) The term "immediate family" includes the employee's spouse, parent, sister, brother, child, step-child, grandparent, grandchild or parent-in-law. "Spouse" includes de-facto spouse and same gender partner. "Parent" includes foster parent.
- e) The employee will, where practical, give the Company notice, prior to the absence, of the intention to take leave.
- f) If it is not practicable for the employee to give prior notice of such absence, the employee will notify the employer by telephone of such absence as soon as possible but no later than one (1) hour after their scheduled start time;
- g) The employee will notify their supervisor of the name of the person requiring care, their relationship to the employee, the reasons for taking such leave and the estimated length of absence.
- h) Where the amount of paid family leave, as prescribed in [clause 15.4.1a) is exhausted in any year, and the employee needs to be absent from work for the purposes of family leave, then other forms of leave may be taken, such as annual leave or unpaid leave, subject to approval from the Company.

## **12.5 Long Service Leave**

See *Long Service Leave Act 1955* as amended.

## **12.6 Jury Service**

If the employee is called for jury service, the employee must notify the Company as soon as possible. Where it is not possible for the employee to be excused from such service, the Company will pay the difference between the employee's ordinary salary for normally rostered hours and the amounts received in respect of Jury service.

The employee must return to work as soon as practicable on any day that the employee is excused from serving on the Jury. The employee will provide the Company with proof of attendance, duration of such attendance and the amount received by the employee in respect of such Jury service.

## **12.7 Parental Leave**

Parental leave (unpaid maternity, paternity or adoption leave) shall apply to fulltime, part-time and eligible casual employees with 12 months continuous service in accordance with CML's Policies and Procedures.

## **13. 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 250% of the base rate (except Christmas Day and Good Friday shall be 300%) for time so worked or mutually agree with the Company to take reciprocal time off on another day.
- 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.
- i) 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).
- j) 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.

## **14. OCCUPATIONAL HEALTH AND SAFETY**

### **14.1 Application of State Laws**

The Company, its employees and the Union, will honour their obligations and duties under any applicable law relating to workplace health and safety; and the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; and the operation and application of such laws.

The parties to the Agreement are committed to maintaining and improving a safe and healthy working environment for all employees and other persons on and around the DC.

### **14.2 Adherence by employees and Breaches**

It is the responsibility of all employees to observe and comply with the OH&S requirements, policies and procedures that apply to the company, including the process developed for the resolution of OH&S grievances. A breach of OH&S requirements, policies and/or procedures by an employee will be regarded as a breach of the employee's conditions of employment and in the event of a serious breach may result in the termination of employment.

### **14.3 Apparel, Equipment and Personal Protective Equipment**

All employees must wear prescribed work apparel in the workplace at all times. All employees must use only prescribed equipment, tools and personal protective equipment, which they are directed by management to use.

## **14.4 Mobile Telephones**

Employees will not use mobile telephones in the workplace without the express approval of management.

## **14.5 Bullying**

The parties are committed to the provision of a healthy and safe work environment that is free from bullying which the parties recognise as a risk to health and safety.

For the purposes of this Agreement workplace bullying is defined as repeated, unreasonable behaviour directed towards an employee or other person who performs work at the DC that creates a risk to health and safety.

It can include but is not restricted to, verbal abuse, excluding or isolating an employee or other person, psychological harassment, intimidation, assigning meaningless tasks unrelated to the work, giving impossible tasks to perform, deliberately withholding information important to the employee or person's performance of work or any form of actual or threatened violence.

It shall be the duty of all employees to report any form of bullying to which they or any other employee or person performing work on the site is subjected to management immediately.

Any occurrence of bullying including but not restricted to actual or threatened violence will be cause for summary dismissal.

## **14.6 First Aid Kit and Allowance**

In each place where employees are regularly employed, the Company shall provide and continuously maintain a place or places accessible to all employees.

An employee qualified to St John Ambulance or equivalent appointed to act as the first aid attendant, shall be paid an allowance of \$16.50 per week.

Should the Company require an employee to undertake a course to qualify to St John Ambulance standard or equivalent, the Company shall pay for such costs of tuition, required texts (if any) as are prescribed by the organisation conducting the course and for the employee's time to attend the course.

## **16. FITNESS FOR DUTY**

a) The parties to this Agreement endorse a work environment that is drug and alcohol free and free from smoking. An Employee's ability to perform work safely must not be impaired by alcohol, prescription or other legal medication, illegal drugs or any chemical substances.

b) Employees are required to attend work in a fit state to perform their duties to established safety and work performance standards. An employee's ability to work must not be impaired by alcohol and/or drugs and the employee shall remain unimpaired throughout the course of work. Employees that present themselves that are not fit for work will be refused the right to work.

## **17. 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 such transmission was an employee of the transmittor in that business 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 of the employee with the transmittee.

- (c) An employee whose service is deemed to be continuous under this clause shall not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transmission of business
- (d) 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

## **18. TERMINATION OF EMPLOYMENT**

### **18.1 Full-time & Part-time employees**

Where the Company makes the decision to terminate a full-time or part-time employee, the following period of notice will be provided:

**Period of continuous service    Period of notice**

Less than 3 months - 1 day

Three months or more but less than 1 year - 1 week

1 year or more but less than 3 years - 2 weeks

3 years or more but less than 5 years - 3 weeks

5 years and over - 4 weeks

Employees over 45 years of age, with two or more year's continuous service at the time of termination, will receive an additional week's notice.

Where all or part of the relevant period of notice is not provided, the employee is entitled to payment in lieu of notice for the relevant notice period or part thereof not provided by the Company.

Payment in lieu of notice is to be calculated using an employee's weekly ordinary time base rate of pay; this is defined as the ordinary time rate of pay for the employee according to Clause 8 of this agreement (excluding overtime, allowances, bonus payments and other penalty payments).

The period of notice in this Clause does not apply in the case of dismissal for conduct that justifies instant dismissal, including but not limited to theft, fraud, assault, and refusal to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment; or employees who are engaged for a specific period of time and/or for a specific task or tasks (limited tenure).

### **18.2 Notice of Termination by the Full-time and Part-time employee**

The notice of termination required to be given by an employee is the same as that required of the Company except that employees 45 years and over are not required to provide an additional weeks notice.

Subject to the relevant State or Territory long service leave provisions, if an employee fails to give notice, or to work out the full period of notice, the Company has the right to withhold moneys due to the employee under this Agreement to a maximum amount equal to the ordinary time earnings for the period of notice required.

At the employee's request, and the Company's discretion, part or all of the period of notice required by an employee may be waived by the Company and the employee paid to the date of termination only.

### **18.3 Time off during notice period**

Where the Company has given notice to an employee of its intention to terminate the employee's employment, the employee may where convenient, be allowed time off without pay, for the purpose of seeking other employment. Such time off is to be taken at times that are convenient to the company after consultation with the DC manager.



## 18.4 Statement of employment

The Company will, when requested, provide the employee with a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

## 18.5 Termination of casual employees

The giving or receiving of one hour's notice or payment in lieu thereof may terminate casual employment.

## 19. SUPERANNUATION

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

- a) All superannuation entitlements shall be direct on a monthly basis to the LUCRF Fund, unless the employees requests otherwise.
- b) The ability to opt in and out of the fund as provided within the *Superannuation Guarantee (Administration) Act 1992* (as amended) and the applicable regulations shall not apply; and
- c) For the purposes of superannuation, reference to ordinary time earnings shall mean the ordinary time base rate for the employee, as specified in clause 8.1, excluding overtime, allowances, bonuses and other penalty payments.
- d) The Company may, in accordance with its policies and procedures allow employees to participate in a salary sacrifice program in relation to superannuation contributions. Employees are not obliged to participate in such programs.

## 20. DISPUTE SETTLEMENT 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.
- (C) 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;
- (E) 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.

## **21. ANTI-DISCRIMINATION & HARASSMENT**

The parties to this Agreement state their commitment to providing a work place that is free from any form of discrimination and/or harassment and in so doing recognise the right of the individual in the work place.

The parties agree that behaviour in breach of State and/or Federal Legislation in respect of discrimination and/or harassment will give rise to disciplinary procedures. Both parties recognise the obligation of all individuals in respect of the discrimination and harassment laws as being a condition of employment.

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 recognise 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.

## **22. UNION RECOGNITION AND MEMBERSHIP**

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.

All employees shall be given an application form to join the National Union of Workers at the point of induction.

All new employees will be introduced to the Union delegate within the induction period.

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.

## 23. SIGNATORIES

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**DEREK BELAN**  
**BRANCH SECRETARY**  
**NATIONAL UNION OF WORKERS**

**DATE:**

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**VIC SIMPSON**  
**HUNTINGWOOD DISTRIBUTION CENTRE MANAGER**  
**COLES MYER LOGISTICS**

**DATE:**