

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/382

TITLE: **Smeaton Grange (NUW) Distribution Centre Enterprise Agreement 2005**

I.R.C. NO: IRC5/5589

DATE APPROVED/COMMENCEMENT: 14 November 2005 / 1 September 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/51.

GAZETTAL REFERENCE: 6 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: This agreement applies to all employees employed at Coles Myers Logistics Pty Ltd, Smeaton Grange Distribution Centre located at 80 Hartley Road, Smeaton Grange NSW 2567, who are engaged to work in the classifications contained in this agreement, who fall within th coverage of the Storeman 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 2005

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1. TITLE:

- 1.1. This agreement shall be known as the Smeaton Grange (NUW) Distribution Centre Enterprise Agreement 2005.

2. PERIOD OF OPERATION:

- 2.1. This agreement rescinds and replaces the previous Enterprise Agreement (Smeaton Grange (NUW) Distribution Centre Enterprise Agreement 2003) and excludes all previous site agreements (including unregistered) and letters of understanding. This Agreement shall operate from the first full pay period on or after 1 September 2005 and shall expire on the 31st August 2008.

3. INCIDENCE AND PARTIES BOUND:

- 3.1. 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 those people employed or engaged to work in the classifications contained within this Agreement and who are employed at Smeaton Grange.
- 3.2. This Agreement shall be read in conjunction with the Storeman and Packers General (State) Award. This award will be recognised as at the date of the certification of this Agreement. 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.
- 3.3. A current copy of this Agreement shall be accessible to employees at each workplace.

4. OBJECTIVES OF THE AGREEMENT

- 4.1. 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.
- 4.2. 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 recognise the contribution of all parties to this Agreement in setting a framework for increased productivity and profitability, and to the long term security of its employees.
- 4.3. 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 (24) hour, seven (7) days per week basis around the needs of stores, suppliers and customers.
- 4.4. The provisions of this Agreement are aimed at providing the basis for continued flexibility and security of employment through:
- 4.5. All employees, including managers at all levels and elected union representatives, working co-operatively as a team.
- 4.6. Continuously improve service and productivity, behaviour and results to ensure that the Company continuously improves. It is the sites aim to operate at world's best practice.
- 4.7. Ensuring that the total workforce is committed to quality of product, personal and workplace safety and meeting or exceeding customer needs.
- 4.8. Ensuring all employees benefit from the improved competitiveness and prosperity of CML.
- 4.9. To assist in achieving the desired objectives, the Company will carefully select, advertise vacancies and select on merit 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.
- 4.10. 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.

- 4.11. The parties to this Agreement acknowledge that workplace flexibility is a condition of employment of 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.
- 4.12. 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.
- 4.13. Employees will perform the full range of tasks, required by the Company limited only by their skills, knowledge, training, capability, and safety considerations.

5. ANTI DISCRIMINATION

- 5.1. 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
- 5.2. 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.
- 5.3. The Company will positively seek to identify and eliminate all discriminatory practices both direct and indirect.

6. HARASSMENT

- 6.1. Harassment means any uninvited, unwelcome behaviour, which involves verbal, written, visual or physical affront against another person.
- 6.2. 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.
- 6.3. It is the policy of the Company that there be an environment in which employees can work without distress or interference caused by harassment.
- 6.4. 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.
- 6.5. In all situations it is the stated policy of the Company that any harassment is unacceptable and will not be tolerated in any circumstances.

7. INTRODUCTION OF CHANGE

- 7.1. 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.

8. GRIEVANCE PROCEDURE

- 8.1. 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:

Any dispute arising out of employment shall be referred by the individual employee or the Union Delegate to the employee's Team Manager;

Failing settlement at this level between the Company and the Union Delegate on the job, the Union Delegate shall refer the dispute within twenty-four (24) hours to the Union Organiser who will take the matter up with the Company.

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

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;

If following the above steps the matter remains unresolved it is open to either party to refer the dispute to the Industrial Relations Commission.

- 8.1. 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.

9. EMPLOYMENT CONTRACT

- 9.1. Full-time employee – A full-time employee is engaged on a weekly basis to work 152 hours over a four (4) week cycle.
- 9.2. 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 four (4) week cycle.
- 9.3. Casual employee – a casual employee is engaged by the hour, on an irregular basis.
- 9.4. 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 10 of this Agreement. The minimum period will be one (1) month, with a maximum of twelve (12) months.
- 9.5. Team Member in Training – may be employed subject to Clause 10 of this Agreement on a casual, part-time or full-time basis.
- 9.6. 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.

10. CLASSIFICATIONS & DEFINITIONS

- 10.1. For the purposes of this Agreement the following definitions will apply: -

Company means Coles Myer Logistics Pty Ltd

CML means Coles Myer Limited

DC means Distribution Centre

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

10.2. Team Member in Training

- 10.2.1. A Team Member in Training is a person who when engaged on probation, does not possess the relevant qualifications and experience required by the Company to competently perform the duties of their classification.

10.2.2. 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.

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

10.3. **Team Member**

10.3.1. 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:

10.3.2. 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.

10.4. **Team Leader**

10.4.1. 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 team leaders are required to work in all areas in which they are competent as directed.

10.4.2. 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
- xiii. Operates in accordance with OHS requirements at all times and ensures team members do the same.

10.5. Progression/Re-classification

- 10.5.1. Progression from the prescribed training rate after a maximum of 494 hours shall be automatic subject to a satisfactory Occupational Health & Safety appraisal in relation to their performance of tasks specified in that position description.
- 10.5.2. Where a vacancy exists for a Team Leader, promotion 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. This will be done on merit.

11. WAGE RATES

11.1. The wage rates payable to employees under this Agreement shall be as follows:

	1/08/2005 (base)	1/9/2005 (4%)	1/9/2006 (4%)	1/09/2007 (4%)
Team Member in Training	\$795.11	\$826.91	\$859.99	\$894.39
Team Member	\$835.99	\$869.43	\$904.21	\$940.38
Team Leader	\$884.87	\$920.26	\$957.07	\$995.35

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

12. MIXED FUNCTION:

- 12.1. 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:
 - 12.1.1. An employee engaged for two (2) or more hours per day, shall receive the team leader rate for the whole day.
 - 12.1.2. An employee engaged for less than two (2) hours on any day, shall receive the team leader rate whilst so employed.

13. TERMINATION OF EMPLOYMENT:

- 13.1. 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.
- 13.2. Employment of weekly and part-time employees during the first three (3) 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.
- 13.3. Subject to Clause 13.2. and 13.4. 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 (1) week's wages.
- 13.4. Notwithstanding any provisions of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.
- 13.5. 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.

14. PAYMENT OF WAGES

- 14.1. Wages shall be paid weekly in arrears
- 14.2. All payments will be made by Electronic Funds Transfer.
- 14.3. The employer shall pay wages within four (4) days of the end of each pay period.

15. SUPERANNUATION:

15.1. 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:

15.1.1. All superannuation entitlements shall be directed to the LUCRF Fund unless the employee elects to contribute to one (1) of the following funds;

- (i) REST;
- (ii) CARE;
- (iii) ARF; or
- (iv) FIRST; and;

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.

- 15.1.3. For the purposes of superannuation, reference to ordinary time earnings shall mean the ordinary time base rate for the employee, as specified in clause 11, excluding overtime, allowances, bonuses and other penalty payments.
- 15.1.4. 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.

16. ORDINARY HOURS OF WORK

16.1. The ordinary hours of operation extend across seven (7) days, twenty-four (24) hours a day with the flexibility to roster employees across five (5) consecutive days in seven (7).

17. ROSTERING PRINCIPLES:

17.1. Full time Employees:

- 17.1.1. A full-time employee shall be engaged on a weekly basis and shall work 152 hours over a four (4)-week cycle.
- 17.1.2. A full-time employee shall work on not more than twenty (20) days per four (4)-week cycle.
- 17.1.3. A full-time employee may be rostered to work a maximum of forty six (46) ordinary hours in any week.
- 17.1.4. A full-time employee may work up to ten (10) hours (exclusive of meal breaks) per engagement.
- 17.1.5. The minimum engagement of four (4) hours for a full-time employee may be rostered.
- 17.1.6. There shall be a minimum break of ten (10) hours between a full-time employee's finishing time on one (1) engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight (8) hours shall be substituted for ten (10) hours.
- 17.1.7. 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 (10) hour break.

- 17.1.8. Any permanent roster change must be provided to the employee in writing with a minimum of seven (7) days' notice. Provided that an employee's roster may be changed by mutual agreement at any time.
- 17.1.9. 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. This provision does not apply if a major shift change is required due to operational change. This process will involve full consultation with the employees and Union.
- 17.1.10. Employees may be employed to work their ordinary hours at more than one (1) site.
- 17.1.11. Employees will not be required to travel in excess of forty (40) km or a travel time not in excess of thirty (30) minutes between sites.
- 17.1.12. By mutual agreement, part-time and casual employees may be engaged to work two (2) starts each day. The minimum daily engagement of four (4) hours for part time employees may be reduced to two (2) hours provided that the total ordinary hours worked for that day is no less than four (4) hours and not more than ten (10) hours.
- 17.1.11. 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.

17.2. Part Time Employees:

- 17.2.1. 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 four (4)-week cycle.
- 17.2.2. A part-time employee shall work on not more than twenty (20) days per four (4)-week cycle.
- 17.2.3. A part-time employee may be rostered to work a maximum of forty-six (46) ordinary hours in any week.
- 17.2.4. A part-time employee may work up to ten (10) hours (exclusive of meal breaks) per engagement.
- 17.2.5. 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 (4) week cycle or no more than forty six (46) hours in a week.
- 17.2.6. The minimum engagement a part-time employee may be rostered to work shall be four (4) hours.
- 17.2.7. There shall be a minimum break of ten (10) hours between a part-time employee's finishing time on one (1) engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight (8) hours shall be substituted for ten (10) hours.
- 17.2.8. 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 (10) hour break.
- 17.2.9. Any permanent roster change must be provided to the employee in writing with a minimum of seven (7) days' notice. Provided that an employee's roster may be changed by mutual agreement at any time.
- 17.2.10. 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. This provision does not apply if a major shift change is required due to operational change. This process will involve full consultation with the employees and Union.
- 17.2.11. Leave and benefit entitlements shall be calculated on the basis of pro rata entitlements for full-time employees.

17.3. Casual Employees:

- 17.3.1. A casual employee shall be engaged by the hour on an irregular, as needs basis.
- 17.3.2. A casual employee may work up to 152 ordinary hours over a four (4)-week cycle.
- 17.3.3. A casual employee may be rostered to work a maximum of forty six (46) ordinary hours in any week.
- 17.3.4. A casual employee may work up to ten (10) hours (exclusive of meal breaks) per engagement.
- 17.3.5. The minimum engagement a casual may be worked shall be four (4) hours.
- 17.3.6. A casual employee may agree to be rostered to work a split engagement to meet the needs of the Company.
- 17.3.7. Except for split engagements, as provided above, there shall be a minimum break of ten (10) hours between a casual employee's finishing time on one (1) engagement (including overtime) and commencing time on the next engagement. In the case of changeover of rosters and unforeseen circumstances, eight (8) hours shall be substituted for ten (10) hours.
- 17.3.8. 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 (10) hour break.
- 17.3.9. 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.

17.4. Limited Tenure Employees

- 17.4.1. Limited tenure employees shall be engaged as required by the company.
- 17.4.2. All benefits will be paid on a pro –rata basis of the full-time requirement.

17.5. Scheduled Day Off

Employees will be scheduled to take one (1) day off each four (4) 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 two (2) weeks in advance.

The scheduled day off can be changed by mutual agreement, or if required by the Company, with at least one (1) weeks notice in writing (or forty eight (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 twelve (12) scheduled days off per year. (based on an employee working forty eight (48) weeks and taking four (4) weeks annual leave)

Where an employee's scheduled day off falls on a day fixed by the Company as a nominated public holiday as per clause 25, 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 five (5) scheduled days off at any one (1) 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.

18. OVERTIME

- 18.1. 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 four (4) week cycle or in excess of ten (10) hours in any day or in excess of forty six (46) hours in any week shall be paid at the rate of time and one half for the first two (2) hours and double time thereafter.

- 18.2. Each engagement of overtime shall stand alone.
- 18.3. By mutual agreement between the employer and employee, overtime may be taken as time off in lieu at the overtime equivalent.
- 18.4. All overtime must be authorised by management.
- 18.5. The casual loading shall not apply during periods of overtime worked by a casual employee.
- 18.6. Where overtime is required, preference will be given to permanent staff to work such overtime.
- 18.7. All hours worked on a Sunday, be they rostered hours or overtime hours, will attract a loading of 100% as prescribed in Appendix A

18.8. Time off in lieu of overtime

- 18.8.1. 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;
- 18.8.2. By agreement with the Company, an employee may elect to take time off in lieu of overtime provided:
 - 18.8.1. Any such request is made in writing; and
 - 18.8.2. The time off in lieu of overtime will be on an overtime basis e.g. two (2) hours overtime at time and half will accrue three (3) hours time in lieu. Time taken will be paid at the rate of pay at which the time was accrued and will not include any extra penalties.
 - 18.8.3. Time off in lieu of overtime must be taken at a time convenient to the Company, by mutual agreement within forty-two (42) days of working the overtime.
 - 18.8.4. Where time off in lieu of overtime is not taken within the prescribed period, it will be paid out as overtime.

19. MEAL ALLOWANCE

- 19.1. The payment of a meal allowance (paid through EFT) shall only apply where:
 - an employee works one (1) hour or more of overtime; and
 - the employee has not been provided with either twenty four (24) hours notice or notice during the previous shift of work of the additional meal break.
- 19.1. The meal allowance shall increase from the first pay period annually as per table below.

	1 September 2005	1 September 2006	1 September 2007
Meal Allowance	\$10.14	\$10.55	\$10.97

20. MEAL BREAK

- 20.1. An employee cannot work more than five (5) consecutive hours (or six (6) hours by mutual agreement) without receiving an unpaid meal break of between thirty (30) and sixty (60) minutes duration.
- 20.2. An employee working overtime shall be allowed a meal break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked, if the employee continues work after the break.

21. REST BREAKS

- 21.1. An employee shall be entitled to a paid rest break of ten (10) minutes duration if rostered to work for more than four (4) consecutive hours of work.
- 21.2. An employee working in excess of nine (9) hours or more in any one (1) day will be provided with an additional paid rest pause of ten (10) minutes.

22. PERSONAL LEAVE

22.1. Sick Leave

- 22.1.1. The employee shall not be entitled to sick leave in excess of the following:
- 22.1.2. In the first year of employment – 45.6 hours (6 days).
- 22.1.3. In the second year and up to and including the fourth year of employment – 60.8 hours (8 days).
- 22.1.4. In the fifth year and thereafter – 76 hours (10 days).
- 22.1.5. Sick leave taken and approved shall be deducted from the employee's accrued entitlement.
- 22.1.6. 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.
- 22.1.7. An employee shall not be entitled to paid sick leave for any period in respect of which they are entitled to workers compensation.
- 22.1.8. An employee's unused sick leave entitlement from any year shall accrue to the following year.
- 22.1.9. 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.
- 22.1.10. The employee is required to provide a medical certificate in the following circumstances:
 - i. for absences of two (2) or more consecutive days, and
 - ii. for single day absences when the number of absences over a twelve (12) month period exceed six (6) in the first year of employment, eight (8) in years two (2) to four (4) of employment and ten (10) for employees with five (5) or more years service.
- 22.1.11. Employees are required to provide a medical certificates for absences of a single day in the following circumstances:
 - i. when the number of single day absences over a twelve (12) month period exceed the number prescribed in clause 22.1.10 above; or
 - ii. when the employee does not comply with the absence notification process prescribed in clause 22.1.9; or
 - iii. the employee does not have sufficient accrued sick leave; or
 - iv. the employee is being counselled for excessive absenteeism or related issues and is advised of a requirement to provided medical certificates for future absences.
- 22.1.12. The Company will accept up to two (2) statutory declarations for single day absence in a year. Statutory declarations will not be accepted by the Company the day prior or after a public holiday.
- 22.1.13. 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.

- 22.1.14. 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.

22.2. Bereavement Leave

- 22.2.1. 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.
- 22.2.2. 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.
- 22.2.3. Proof of such death shall be required to be produced, when requested by the manager.

22.3. Annual Leave

- 22.3.1. See Annual Holidays Act 1944 as amended.
- 22.3.2. 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.
- 22.3.3. 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.
- 22.3.4. 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.
- 22.3.5. The provisions of subclause 22.3.4. 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.

22.4. Long Service Leave

- 22.4.1. See Long Service Leave Act 1955 as amended.

23. JURY SERVICE

- 23.1. 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.
- 23.2. An employee attending for jury service is not required to attend for work on that day.
- 23.3. To receive payment, an employee shall provide to the business:
- 23.3.1. proof their requirement to attend jury service;
- 23.3.2. proof of actual attendance;
- 23.3.3. proof of jury fees received for such service.

- 23.4. The employee shall give the business reasonable notice of such requirement to attend for jury service.

24. PARENTAL LEAVE

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

25. PUBLIC HOLIDAYS

- 25.1. 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 five (5) public holidays (“variable holiday”) to suit their individual needs and the company will nominate at least six (6) fixed days which are recognised as public holidays.
- 25.2. A part-time employee will receive a pro rata benefit calculated on the basis of their average weekly ordinary hours divided by thirty-eight (38).
- 25.3. Variable holidays shall be:
- 25.3.1. determined by agreement between the Company and the employee prior to the commencement of each calendar year (or for new employees on commencement);
- 25.3.2. calculated on a pro rata basis on the proportion of service in the calendar year for the purposes of:
- i. calculating a new employee’s entitlement
 - ii. calculating the hours to be or recovered on termination.
- 25.3.3. Limited to one (1) day in the first three (3) months of employment, provided that the day shall not be nominated within two (2) months of commencing.
- 25.4. 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).
- 25.5. 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 (11) public holidays, or pro-rata for part-time employees, to which a permanent employee is entitled.
- 25.6. 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.)
- 25.7. 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.
- 25.8. The delegates and employees commit to ensure full manning on public holidays.
If an employee works on a day gazetted as a public holiday, then all work performed shall be paid at the base rate as specified in Clause 11 of this Agreement plus 150%.
- 25.9. If an employee’s regular roster falls on a gazetted public holiday and they are not working, payment for the holiday not worked is the base rate of pay specified in Clause 11 of this Agreement.
- 25.10. Where part of an employee’s rostered shift falls on a gazetted public holiday, they will be paid the base rate as specified in Clause 11 of this Agreement plus 150% for the hours worked on the public holiday.
- 25.11. An employee who fails to attend for a rostered shift on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday. Where the business is satisfied that the employee’s absence was caused through illness or other reason, wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence.

26. FIRST AID KIT AND ALLOWANCE

- 26.1. See Occupational Health and Safety Act 1983, as amended.

- 26.2. 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.
- 26.3. An employee, qualified to St John Ambulance standard or equivalent appointed to act as the First Aid Attendant shall be paid an allowance per week by EFT as per the table below.
- 26.4. Table of increases to the first aid allowance payable from the first pay period on or after the dates below;

	1 September 2005	1 September 2006	1 September 2007
First Aid Allowance	\$15.18	\$15.79	\$16.42

- 26.5. 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.

27. NOTICEBOARD

- 27.1. 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.

28. NO EXTRA CLAIMS

- 28.1. 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.

29. UNION RECOGNITION AND MEMBERSHIP

- 29.1. 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 covers all employees on the site covered by the Agreement, but excluding management.
- 29.2. All employees shall be given an application form to join the National Union of Workers at the point of induction.
- 29.3. All new employees will be introduced to the Union delegate within the induction period.
- 29.4. 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.

30. TRANSMISSION OF BUSINESS

- 30.1. 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:
- 30.1.1. the continuity of service of the employee shall be deemed not to have been broken by reason of such transmission;
- 30.1.2. 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
- 30.1.3. The employee will not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transmission of business.

- 30.2. 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.

31. EMPLOYMENT SECURITY

- 31.1. In the case of agreed genuine hardship being identified when the site moves, the Company and Union will look at retraining and redeployment, and in the last resort, redundancy. The terms of this redundancy will be agreed between the parties.

32. MULTI-SKILLING

- 32.1. All employees may be required by the Company, at its discretion and cost, to be multi-skilled and to undertake any level of training necessary to facilitate that multi-skilled requirement, broaden their skills or increase their productivity.
- 32.2. Employees may be required to work in any area of the Company and undertake any other duties as reasonably required.
- 32.3. Employees may be required to assist in the training of other employees and labour hire employees, as is deemed necessary or required by the Company.
- 32.4. These requirements shall all be subject to safe work practices and commensurate with the employee's training, skill and competence to perform such duties, responsibilities or directions in a satisfactory and safe manner.

33. PRODUCTIVITY / PERFORMANCE BASED INCENTIVES

- 33.1. The Company undertakes to examine the introduction of productivity and performance based incentive scheme ("the scheme") for employees covered by this agreement on the basis that: -
- 33.1.1. The form and structure of the scheme will be determined by the Company after full consultation with the employees; and Occupational Health & Safety responsibilities have been considered
- 33.1.2. The objective of instituting the scheme will be to provide an "at risk" additional wage benefit to the employees at no detriment to wage rates specified in Clause 11 above; and
- 33.1.3. Any additional wage benefit to the employees from the scheme including in its formation and introduction will not constitute any part of the ordinary time earning at any time and will not be included for the purposes of calculating entitlements in respect of annual leave loadings, superannuation, long service leave or any other entitlements as an employee; and
- 33.1.4. The Company and all employees agree that any disagreement concerning the scheme will not be the subject of industrial action, (including bans and limitations.)
- 33.1.5. This scheme shall only apply while engaged on actual work undertaken within the scheme. It shall not apply to all periods of leave authorised or otherwise and, workers compensation.
- 33.2. The form and structure of the scheme may be revised by the Company following full consultation with employees over the life of this agreement; and OH&S responsibility will be fully considered.

34. EMPLOYMENT

34.1. Probationary Status of all new Part time and Full time Employees, promotions.

- 34.2. 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.
- 34.3. In respect of promotions to different positions it shall be at the sole prerogative of management to subject the employee's permanency in the new position to a probationary period (the "Probationary Promotions Period") of no more than three months.

34.4. Merit Selection

In respect of promotions 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 in a fair and equitable manner in accordance with CML policies and procedures.

34.5. Responsibilities and Duties

It is expected that the employee will:

- 34.5.1. 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.
- 34.5.2. Cease to perform any duties, directions and responsibilities when directed to do so by the Company. (eg unsafe work practices)
- 34.5.3. 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 serve, promote and protect the Company's interests.
- 34.5.4. Not undertake any private trading or other employment that could result in a conflict of interest between the employee and CML and which could affect the employee's availability and/or capacity for normal work.

35. PRODUCTIVITY

35.1. Lawful Directions and Duties

- 35.1.1. The parties to this Agreement agree that workplace flexibility is a condition of employment of all employees. All employees are employed by the company under the provisions of this agreement, and on that basis each employee will carry out reasonable and lawful directions and duties that are within their skill, competency and training provided that the employee is capable of performing the work in a safe manner, as they may be called upon to do from time to time or on a permanent basis.

35.2. The parties to this Agreement agree that from the commencement of this Agreement the following will apply:

- 35.2.1. Penalties shall not be paid on top of other penalties (i.e. overtime is calculated in the base rate, not the base rate plus Saturday penalty)
- 35.2.2. All matters commonly referred to as custom and practice, which detract from management's ability to direct work as required shall cease.
- 35.3. The parties to this Agreement agree that it shall be the responsibility of all employees to observe and follow company policies as issued or changed from time to time. It is further agreed that company policies will be issued to the workforce at the sole discretion of the company and that it shall be the company's responsibility to reasonably promulgate these policies with adequate notice to effected employees.

35.4. Introduction of Productivity Enhancing Work Practices

- 35.4.1. It is recognised by the parties to this agreement, that productivity enhancing work practices are necessary to improve the competitiveness and prosperity of CML and to ensure the employment security of its employees.
- 35.4.2. Nothing in this clause will limit or is intended to suggest that the discretion of management to make changes to work practices or introduce productivity enhancing work practices is in anyway limited to these practices or matter listed in this clause.

- 35.4.3. Work standards will be set by Company. Employees will be expected to continue to perform at such levels once promoted from team-member in training. These levels will be a matter for full consultations with employees and the safety consultative committee.

36. CO-OPERATION IN RELATION TO CONTINUOUS IMPROVEMENT

- 36.1. The parties to this Agreement recognise their shared interests in maintaining and enhancing the efficiency, productivity and continuous improvement of CML in the competitive market in which it operates.
- 36.2. The parties to this Agreement further agree to work to facilitate the introduction of such innovations in work practices and technology in order to achieve the goals of protecting employment, improving the productivity, competitiveness and prosperity of CML.

37. OCCUPATIONAL HEALTH AND SAFETY

37.1. Application of State Laws

- 37.1.1. The Company and its employees, 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.
- 37.1.2. 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.

37.2. Adherence by employees and Breaches

- 37.2.1. 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.
- 37.2.2. 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.

37.3. Apparel, Equipment and Personal Protective Equipment

- 37.3.1. 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.

37.4. Mobile Telephones

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

38. SIGNATORIES

Signed on behalf of
Coles Myer Logistics Pty Limited
800 Toorak Road
Tooronga NSW 3146

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

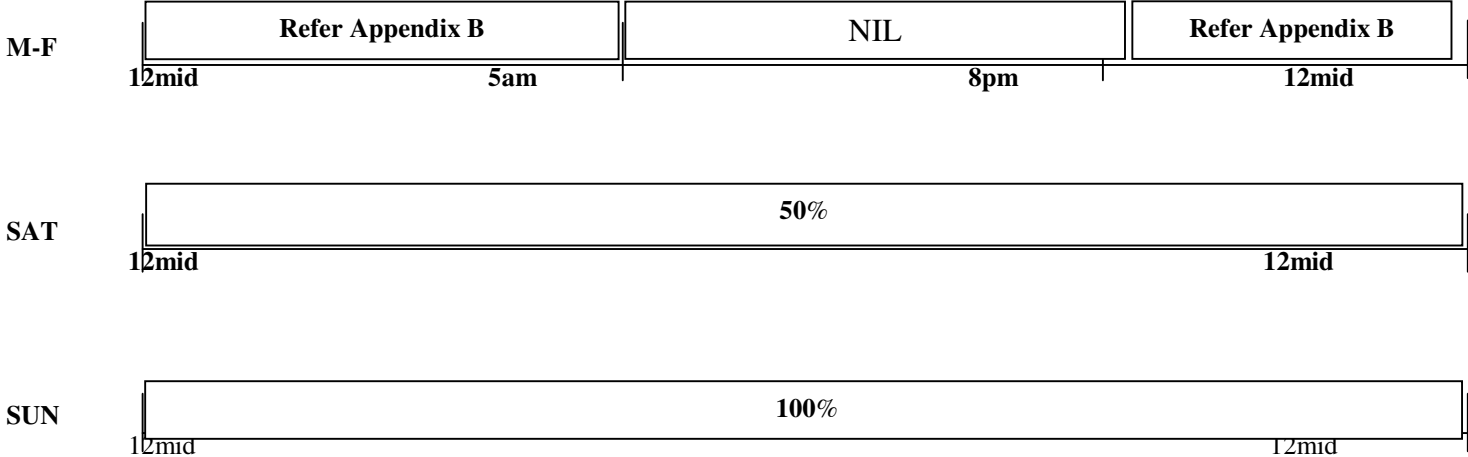
Date:

Date:

39. APPENDIX 'A'

PENALTY RATES

Span of Hours



40. 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 17.5 per cent more than his/her ordinary base rate.

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.