

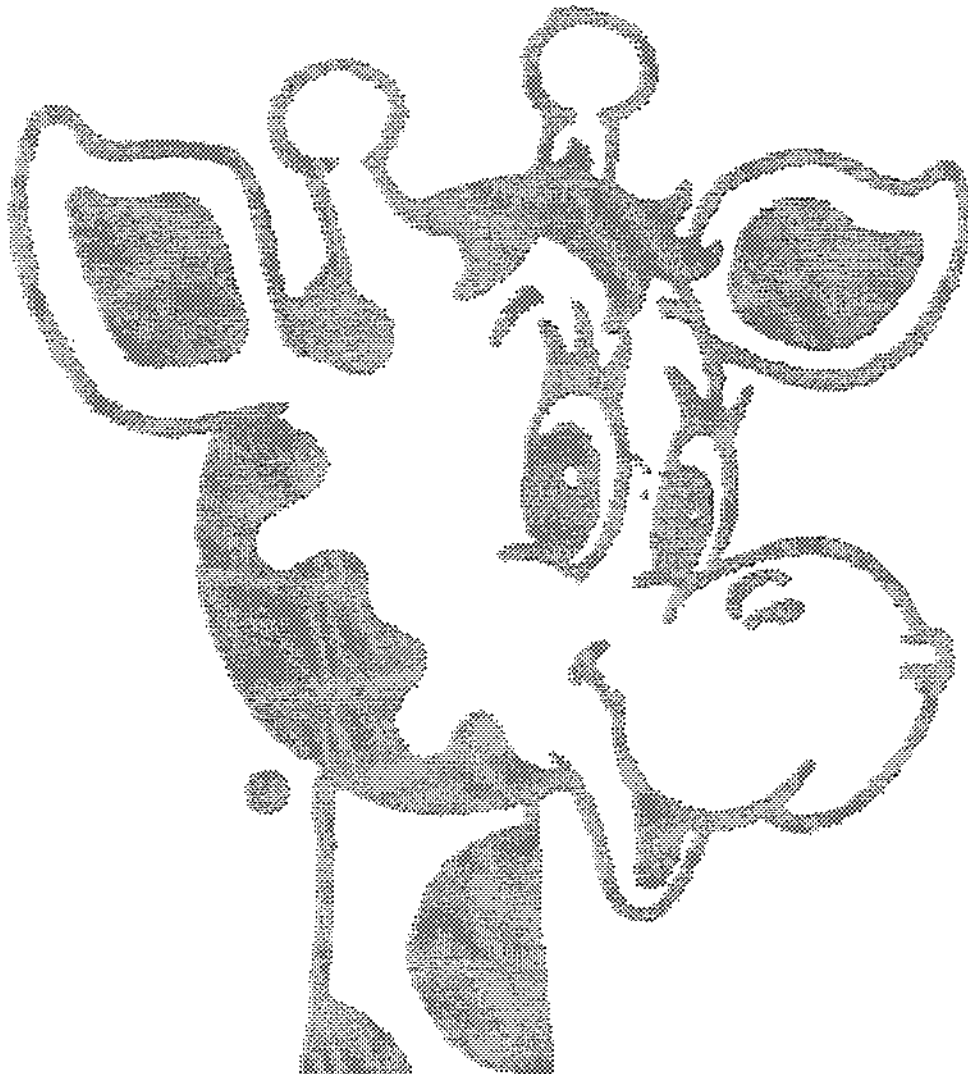
ENTERPRISE AGREEMENT

NO: E.A. 332 /1993

DATE REGISTERED: 4-11-93

PRICE: \$ 28.00

TOYS 'R' US



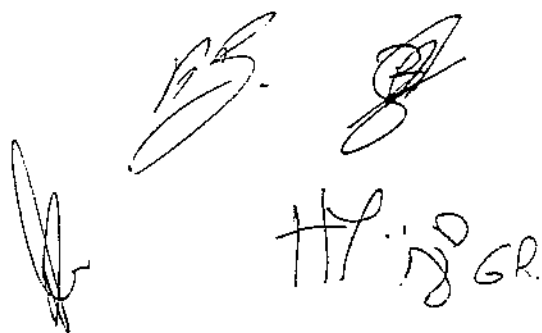
**DISTRIBUTION CENTRE
PARTNERSHIP**



WORKPLACE AGREEMENT

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1. TITLE OF AGREEMENT

This agreement shall be known as the TOYS "R" US Partnership Workplace Agreement, 1993.

2. PARTIES BOUND

The Agreement is between Toys "R" Us (Australia) Pty Limited (Toys "R" Us) and the employees present and future of Toys "R" Us located at Regents Park Distribution Centre engaged and performing work as Distribution Centre Employees and applies to the conditions of employment only at Toys "R" Us Distribution Centre at Regents Park.

3. INTENTION AND PURPOSE

3.1 This Agreement has been entered into and undertaken in the spirit of cooperation between the Company and its employees for the mutual benefit of all concerned and the improvement of everybody's position. This goal can only be achieved by the continuous growth of the Company through the provision of quality service to fully meet operational needs and through the development of trust and understanding between all employees. The attainment of the common goal will require such trust and effort by every party to overcome any differences by discussion and conciliation to the satisfaction of all.

3.2 It is the intention of the Company to grow and prosper by the most efficient and cost effective means possible taking into account the quality of the work environment, the need for safe and efficient systems and areas of work and the importance of secure and stable employment to enable employees to achieve not only economic benefits but also to gain job satisfaction. A co-operative and flexible attitude to work is required from all employees to assist in this aim. Employees will work as part of a team to ensure that productivity standards are achieved.

4. INCIDENCE

4.1 The Agreement is intended to and does incorporate all the terms and conditions of employment of the employees. The Agreement is to operate in conjunction with the Company's procedures and policies.

4.2 It shall operate to the exclusion of any other Award or Industrial Agreement whether State or Federal.

5. DATE AND PERIOD OF OPERATION

This agreement shall commence on the day of its registration by the Industrial Registrar, which is noted to be [...], and shall operate for a period two years thereafter.

6. DEFINITIONS

- 6.1 Full-time Employee means an employee engaged on a weekly basis to work an average of 38 hours per week over a specified period.
- 6.2 Part-time Employee means an employee engaged on a weekly basis to work less than 38 hours per week. A part-time employee shall be offered a minimum 3 hours work for each day rostered.
- 6.3 Casual Employee means an employee engaged by the hour and paid as such, provided that each separate engagement shall be for a minimum of 2 hours.

7. POSITION AND JOB DESCRIPTION

- 7.1 Employees will be required to undertake duties and work as directed within the Distribution Centre. Those duties will be explained to them at the commencement of their employment and may change over time due to the addition of other responsibilities or the performance of other duties as the Company may reasonably require to meet the operating needs of the Distribution Centre.
- 7.2 Each employee may be required to undertake a varying range of duties to meet specific targets and goals to enhance the team work and overall performance of the Distribution Centre. It is the intention of the Company and the employees that there should be continual improvement in productivity goals and service to the benefit of all concerned. Where appropriate, training may be provided by the Company and will be undertaken by the employee.

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8. WAGES

8.1 Adult Employees

Distribution Centre

An employee engaged to carry out all duties within the distribution centre together with any other duties as may reasonably be directed and requested by the employer.

Per Week
\$465.50

8.2 Junior Employees

Junior employees shall receive the following percentage of the appropriate adult rate prescribed in clause 8.1.

	Percentage
Under 16 years of age	40%
At 16 years of age	50%
At 17 years of age	60%
At 18 years of age	70%
At 19 years of age	80%
At 20 years of age	90%

8.3 Part Time Employees

Part time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty eight.

8.4 Casual Employee

Casual Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty eight plus 15 per cent.

9. ENGAGEMENT, PAYMENT AND TERMINATION

- 9.1 An employee may be engaged as a full-time, part-time or casual employee.
- 9.2 Wages will be paid on a weekly basis by electronic funds transfer. Payment of wages will be no more than four days in arrears.
- 9.3 Wages will be subject to review by the Company on the basis of a performance assessment undertaken on an annual basis. There shall be no movement in wages as a result of any State or National Wage Determination.
- 9.4 During the first month of employment, employment may be terminated by either party giving immediate notice.
- 9.5 After one month's probationary employment, employment may be terminated by either party giving one week's notice to the other or by the payment of one week's ordinary pay in lieu of notice or forfeiture of one week's pay.
- 9.6 The right is reserved by the Company to summarily dismiss any employee at any time without the requirement to give notice if the employee is guilty of misconduct such as would at common law give the right for summary dismissal.

10. HOURS

- 10.1 The ordinary hours of work are between 6.00am and 10.00pm Monday to Saturday. Within that spread of hours employees ordinary hours shall be rostered.
- 10.2 So far as is possible each full time and part time employee shall be given a regular roster. The roster may be altered by mutual agreement or by the Company when necessary to meet the operating requirements of the Centre. As far as possible reasonable advance notice and consultation will take place regarding such changes to the roster.

- 10.3 No more than 10 ordinary hours will be worked in any one day.
- 10.4 The ordinary hours of work are to be rostered on either of the following methods.

10.4.1 An average of 38 ordinary hours per week over 2 weeks. At least one day within this fortnightly cycle shall be of no more than four ordinary hours worked.

or

10.4.2 An average of 38 ordinary hour per week over a 26 week period.

11. OVERTIME

An employee shall be paid overtime for all work as follows:

- 11.1 An employee shall be paid overtime for work in excess of the rostered ordinary hours. The rate of overtime shall be time and a half for the first two hours and double time thereafter.
- 11.2 By mutual agreement time off may be granted in lieu of overtime. Such time off shall be calculated at the penalty equivalent.

12. MEAL BREAKS AND REST PAUSES

- 12.1 An employee who works more than 5 ordinary hours shall be entitled to an unpaid meal break of thirty minutes.
- 12.2 Where an employee works overtime in excess of two hours on any day, without notice the previous day they shall be paid a meal allowance of \$7.20.
- 12.3 An employee who works 5 ordinary hours or more shall be entitled to a paid rest pause of 15 minutes duration during such period.

13. HOLIDAYS

- 13.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight-Hour Day, Christmas Day, Boxing Day and all days proclaimed as public holidays for the State shall be holidays.

- 13.2 Employees shall be entitled to holidays, listed in 13.1 above, without deduction of pay, provided that if an employee works on any of the days listed in 13.1 above, they shall be paid double time for the hours so worked. Alternatively, they may by mutual agreement be granted another day off in substitution and in lieu of their entitlement.
- 13.3 Where an employee is engaged on a rotating roster, that is they work different days each week and the employee's day off falls on a holiday specified herein, they shall be allowed either, another day off or an additional days wage, such day to be mutually agreed between the employer and employee.
- 13.4 Where an employee is absent without leave on the day before and /or after a public holiday and they have not provided a certificate in accordance with Clause 14.2.2. They shall forfeit payment for the public holiday as well as the day(s) of absence.

14. SICK LEAVE

- 14.1 An employee who is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity not due to his own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following:
- 14.1.1 An employee will become eligible for sick leave after three months continuous service;
- 14.1.2 An employee shall not be entitled to sick leave for any period in respect of which he is entitled to worker's compensation;
- 14.1.3 A full-time employee shall be entitled during the first year of employment to one week's sick leave and one week's sick leave in subsequent years. A part-time employee shall be entitled to a pro-rata amount per year.
- 14.2 Sick leave shall be granted subject to the following conditions and limitations:
- 14.2.1 The employee shall notify the company as soon as possible, prior to the commencement of his/her ordinary working time of their inability to attend for duty;
- 14.2.2 An employee shall provide a Doctor's Certificate for each day taken where they have taken two or more days in a row or the sick days fell before or after a public holiday, or the employer requests one.

14.3 For the purposes of this clause, "day" shall mean the number of hours the employee would have worked on the day on which he was absent, had he not been sick.

14.4 Any amount of sick leave not taken in one year shall accrue to the following year's entitlement, provided that, in any one year an employee shall not be entitled to take more than 380 hours accrued sick leave.

15. COMPANY POLICY

This agreement is to operate in conjunction with the company's Personnel Policies and Procedures, as amended from time to time.

16. PERFORMANCE APPRAISAL

All employees covered by this agreement will undergo performance appraisal consultation in accordance with Company Policy. The performance appraisal consultation shall be held at least every six months.

17. SUPERANNUATION

Superannuation payments will be made into the Retail Employees Superannuation Trust (REST) and will be paid in accordance with the Superannuation Guarantee Charge (SGC) requirements.

18. BEREAVEMENT LEAVE

18.1 An employee shall, on the death of a wife, husband, father, mother, stepfather, stepmother, parent-in-law, grandparent, child, stepchild or grandchild, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relative and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer, together with proof of attendance in the case of a funeral outside Australia.

18.2 Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, the employee shall be entitled to one day only unless the employee can demonstrate to the employer that additional time up to a period of three days is justified: Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period

of entitlement to leave. For the purposes of this clause the words "wife" or "husband" shall not include a "wife" or "husband" from whom the employee is separated but shall include a person who lives with the employee as a de facto "wife" or "husband" as the case may be.

19. JURY SERVICE

- 19.1 An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's ordinary rate of pay as if working.
- 19.2 An employee shall be required to produce to the employer proof of jury service fees received and proof of requirements to attend and attendance on jury service, and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

20. RESOLUTION PROCEDURE

- 20.1 The parties agree that every attempt will be made to prevent and settle any issues concerning the interpretation, application or operation of the Workplace Agreement by discussion, negotiation and conciliation between the employee or employees and the Company. The procedure outlined below is accepted by the Company and the employees as a means of resolving such issues.
- 20.2 At any time during this procedure an employee may choose to have a fellow employee present during discussions.
- 20.3 It is agreed that any issue raised will be dealt with by the matter first being discussed by the employee or employees concerned with the Distribution Centre Management. The Management will endeavour to resolve the problem after hearing from all parties concerned to the mutual satisfaction of the employee or employees and the Company.
- 20.4 If the matter is not resolved then the matter will be referred to and discussed with the appropriate Director or other representative of the Company appointed for the purpose of this procedure.
- 20.5 All parties agree that it is in everyones interest to continue work as normal whilst this procedure is being followed and no party shall be prejudiced by such continuance of work. At all times the parties will work towards a prompt resolution of any matter raised for the benefit of all concerned. In the event that the procedure does not produce a

determination of any matter the Human Resources Director shall be the final arbiter.

21. **CONFIDENTIAL INFORMATION**

Information other than that generally published and available to the public regarding the Company's business, operations and systems, financial affairs and clients (that is "confidential information") of which you may obtain knowledge is a valuable asset of the Company. During your engagement and for any time thereafter you will not use or disclose any such confidential information to any other person, firm or corporation without the previous consent in writing of the Company.

22. **NOTATIONS - LEAVE**

Annual Leave	- see Annual Holidays Act, 1944.
Long Service Leave	- see Long Service Leave Act, 1955.
Parental Leave	- see Industrial Relations Act, 1991.

23. **NO DURESS**

The parties hereby acknowledge and agree that this Workplace Agreement was entered into freely and not under duress.




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GR.

Signatories to the agreement:

THE COMPANY

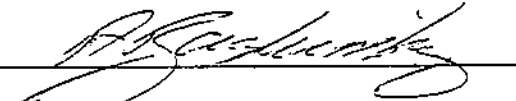
SIGNED for and on behalf of

TOYS 'R' US (AUSTRALIA) Pty Limited

by:

Alec Paul Spivinsky

Name: (Print)

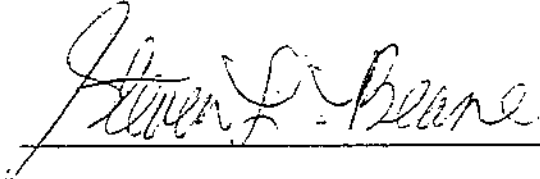


Signature

in the presence of:

Steven L. Beane

Name of Witness (Print)



Signature

At Regents Park, NSW

Dated 23-7-93

THE EMPLOYEES

SIGNED by:

GRAHAM ROBERTS

Name: (Print)

SIGNED by:

G. Roberts

Signature:

Doug Sayers

Name: (Print)

SIGNED by:

D. Sayers

Signature:

HARYANTO YUANA

Name: (Print)

SIGNED by:

Haryanto Yuana

Signature:

ALEX CABALLERO

Name: (Print)

SIGNED by:

Alex Caballero

Signature:

James Dawson

Name: (Print)

James Dawson

Signature:

SIGNED by:

BRADLEY GIBSON

Name: (Print)



Signature:

SIGNED by:

Name: (Print)

Signature:

in the presence of:

MATTHEW WILSON

Name of Witness (Print)



Signature

At REGENTS PARK

Dated 23-7-93.