

ENTERPRISE AGREEMENT

NO: E.A. 158 /1994

DATE REGISTERED: 13-5-94

PRICE: \$ 46-00

CLAUSE 2

TITLE AND COVERAGE

This Agreement may be referred to as the R.D.M. Warehouse Agreement. It will cover graded employees located at the company's Goulburn, Somersby and Cardiff warehouse complexes.

CLAUSE 3

HOURS OF DAY WORK

The ordinary working hours, exclusive of meal times, shall not exceed nine hours per day or more than 36 hours per week Monday to Saturday inclusive. Full-time employees may not work more than four (4) shifts per week.

Such hours shall be worked between 6.00am and 6.00pm. Times for starting and finishing for an employee once having been fixed shall not be altered without giving seven (7) days notice to the employee. Provided that an earlier starting time than that provided in this clause may be introduced by mutual agreement between the employer and the employee.

Current employees may volunteer to work Saturday(s) as part of their ordinary hours. Current employees have the choice of 3 rosters as determined at each site. Any employees employed after the commencement of this agreement maybe required to work Saturdays as part of their ordinary hours. Management will determine rosters for all new employees employed after the commencement of this agreement.

A day worker who works on a Saturday as part of their ordinary hours shall be paid a penalty of sixty (60) percent in addition to the ordinary days pay.

CLAUSE 4

SHIFTWORK

i. DEFINITIONS:

(a) For the purpose of this clause:-

"Afternoon Shift" means any shift finishing after 6.00p.m. and at or before 1.00a.m.

"Night Shift" means any shift finishing after 1.00a.m. and at or before 7.30 a.m.

ii. HOURS:

The ordinary working hours, shall not exceed nine (9) hours per day, or more than 36 hours per week Monday to Saturday inclusive. Full-time employees may not work more than four (4) shifts in the week. Times for starting and finishing for an employee once having been fixed shall not be altered without giving seven days notice to the employee. Such ordinary hours shall be worked continuously except for a 30 minute break which shall be counted as time worked.

iii. SATURDAY AND AFTERNOON OR NIGHT SHIFT ALLOWANCES:

- (a) All shift workers who work on a Saturday as part of their ordinary hours shall be paid a penalty of sixty (60) percent plus the appropriate shift allowance as expressed in this clause.
- (b) A shift worker whilst on afternoon shift shall be paid for such a shift an allowance of 17.5% in addition to the ordinary rate provided for in clause 6, Wages.
- (c) A shift worker whilst on night shift shall be paid for such a shift an allowance of 27.5% in addition to the ordinary rate provided for in clause 6, Wages.
- (d) Shift work allowances shall not be decreased by virtue of a shift workers absence from work on account of a public holiday or if absent on annual leave, accrued sick leave, bereavement leave or jury service.

(e) Shift Workers - Casual Employees:

Casual employees engaged on shift work shall be paid on an hourly basis equivalent to one thirty-sixth of the appropriate weekly wage plus the appropriate shift allowance plus 15% loading plus 1/12th holiday rate.

(f) Shift Workers - Part Time Employees:

Part time employees engaged on shift work shall be paid on an hourly basis equivalent to one thirty-sixth of the appropriate weekly wage plus the appropriate shift allowance.

iv. OVERTIME:

Shift workers who work in excess of, or outside the ordinary working hours prescribed by in this Agreement shall be paid at the rate of time and one half for the first two hours and double time thereafter.

Such overtime rates shall be paid in substitution for and not cumulative upon the shift allowances prescribed in this clause iii (b) and (c) hereof, but do include the Saturday penalty.

NOTE: See subclause (iv) of clause 12, Overtime, for rest periods after overtime.

v. SUNDAY AND HOLIDAYS:

Shift workers for all time worked on a Sunday or holiday shall be paid at the rate prescribed by Clause 17, Holidays and Clause 18, Sunday Work of this Agreement in lieu of the shift allowances prescribed in this Clause. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing between 11 p.m. and midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.

Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday.

CLAUSE 5

DEFINITIONS

i. FULL TIME EMPLOYEES:

a full time employee may be employed to work no more than 36 hours in a week on no more than four days in the week.

ii. PART TIME EMPLOYEES:

a part time employee may be employed to work a minimum of four (4) hours and a maximum of nine (9) hours per shift, with a minimum of eighteen (18) hours and a maximum of thirty two (32) hours per week to be worked. No part time employee may work for more than 6 shifts in the week.

iii. CASUAL EMPLOYEES:

a casual employee may be employed to work a minimum of four (4) hours and a maximum of nine (9) hours per shift with a maximum of thirty six (36) hours per week to be worked. No casual employee may work for more than six (6) shifts in the week.

iv. DEFINITION OF GRADES:

Grade 1

Shall mean an employee appointed as such who is directed to carry out particular duties that are deemed by the employer greater in responsibility than duties covered by Grade 2, Grade 3, Grade 4, yet who may on occasions carry out the duties of Grade 2, Grade 3, or Grade 4.

Grade 2

Shall mean an employee who is principally engaged in driving a forklift truck and who holds for the purpose a certificate of competency under Section 17 of the Construction Safety Act 1912, as amended. An employee in this grade may be required to carry out the duties of a Grade 3 employee.

Grade 3

Shall mean an employee who for the purpose of and in the course of his work may be required to operate any mechanical, electrical or other power driven appliances.

Grade 4

New employees. Shall mean an employee with up to and including 3 months service.

CLAUSE 6

WAGES

BASE RATES 1-4

Grade 1	\$478.09 per week
Grade 2	\$469.75 per week
Grade 3	\$458.40 per week
Grade 4	\$458.40 per week

AVERAGED EARNINGS:

The weekly rate of pay will be averaged over the roster cycle to include penalty rates for all ordinary hours work. This amount will then become an all purpose rate of pay.

CLAUSE 7

WAGE VARIATION

i. R.D.M. and the N.U.W., Granville, Sydney, agree to the introduction of a scheme to improve productivity and performance at both Goulburn and Somersby Distribution Centres.

Consultative Committees will be a critical element to the introduction of a productivity scheme and will investigate ways of improving employees' remuneration as an element of this scheme.

Immediately upon the implementation of this scheme, the company will apply an additional 2% wage increase.

ii. Except as provided in paragraph (i) of this Clause, no increase(s) in the actual rates of wages or pay prescribed by or payable under this Agreement shall take place prior to 14th October, 1994.



CLAUSE 8

FIRST-AID

- i. The employer shall provide a properly equipped first-aid room with a fully maintained first-aid kit.
- ii. Qualified first-aid personnel shall be available at all times work is being performed.
- iii. A qualified first-aid attendant who is appointed to carry out the duties of a qualified first-aid attendant shall be paid \$11.36 per week in addition to the appropriate weekly rate.
- iv. In the absence of the regular first-aid personnel, qualified relief shall be provided and shall be paid the said additional allowance whilst engaged on such shift.
- v. The allowance shall be payable for all purposes.

CLAUSE 9

FLEXIBLE WORK FORCE

The flexible workforce will consist of part time and casual employees and will represent 30% of the permanent work hours and may require additional hours as determined by daily and seasonal requirements.

CAUSE 10

PAYMENT OF WAGES

All employees shall be paid during working hours on a day not later than Thursday of each week. All employees shall be paid by electronic funds transfer. This does not include meal allowance.

CLAUSE 11

MIXED FUNCTIONS

An employee employed for two (2) hours or more per day or ten (10) hours or more per week for work other than that on which he regularly is employed and for which a higher rate of pay is provided for herein shall receive such higher rate of pay for the whole day or the whole week as the case may be, whilst so employed. If employed for less than two (2) on any day he shall receive such higher rate of pay whilst so employed.

No employee shall suffer any reduction in wages if temporarily employed on work other than that on which they were regularly employed for and for which a lower rate of pay is provided for herein.

CLAUSE 12

OVERTIME

- i. Overtime shall mean all time worked before the fixed starting time or after the fixed finishing time, Monday to Saturday, inclusive, or in excess of thirty six (36) hours per week. Overtime shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- ii. A part time employee who works in excess of their fixed rostered hours shall be paid at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- iii. The employer may require employees to work reasonable overtime to meet the needs of the industry.
- iv. An employee who works overtime on a leisure day must be paid for a minimum of four (4) hours.
- v. If an employee works two (2) hours or more prior to or after the commencement of a shift, they shall be entitled to a paid ten (10) minute tea break.

vi. Rest Periods After Overtime:

When overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least ten (10) consecutive hours off duty between work on successive days.

An employee (other than a casual employee) who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary work on the next day that they have not had at least ten (10) consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

This subclause shall not apply in respect to overtime worked on Sunday.

CLAUSE 13

MEAL HOURS

- i. Not less than thirty (30) minutes nor more than one (1) hour between the hours of 11.00 a.m. and 2 p.m. shall be allowed for lunch. The time for the partaking thereof shall be fixed by the employer but once having being fixed shall not be altered without seven days notice.
- ii. An interval of not less than thirty minutes between 5 p.m. and 6.30 p.m. shall be allowed for tea.
- iii. An employee required to work overtime on a Sunday or public holiday other than as provided in subclause (iv), shall be allowed a paid crib break of twenty minutes for each completed five hours worked; the said five hours to be calculated from the time of each commencement of work.

- iv. An employee required to work for a period of nine hours between the hours of 6 a.m. and 6.00 p.m. on a Sunday or public holiday may be allowed the usual week day lunch break and, in that case, the provisions of subclause (iii) of this clause, shall not apply.
- v. Provided that the employer and the employees may mutually agree to any variation of this clause to meet the circumstances of the work in hand.

CLAUSE 14

MEAL HOUR RATES OF PAY

- i. Meal hours, if worked, shall be paid for at the rate of double time, provided that this rate shall not apply to the tea hour if work ceases within one hour after finishing time.
- ii. Employees working any portion of the meal time shall be paid if the period is less than thirty minutes for the thirty minutes and if over thirty minutes for the full meal time.

CLAUSE 15

MEAL ALLOWANCE

- i. An employee, who works overtime on any week day beyond one hour after the normal ceasing time, shall be paid on such day \$6.90 as a meal allowance. Such payment shall be made prior to the commencement of the meal time on the day overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so they shall be paid an amount of \$6.90.
- ii. Where a shift worker works overtime for more than one hour prior to the normal commencing time of their shift, they shall be paid a meal allowance of \$6.90.

- iii. A day worker who works overtime prior to 5 a.m. on any day shall be paid a breakfast allowance of \$6.90.
- iv. Should an employee undertake to work overtime nominated by the employer and then fail to work the full period of overtime so nominated they shall forfeit from any moneys owing to them the amount of the meal allowance. Provided that this subclause will not apply to a day worker who is no more than ten (10) minutes late to work the nominated period of overtime prior to their normal starting time due to exceptional circumstances that are accepted by management as bona fide.

CLAUSE 16

CRIB TIME

Where work performed by a day worker is to continue after 9 p.m. a break of thirty minutes shall be allowed from 8.30 p.m. and such time shall be counted as time worked.

CLAUSE 17

HOLIDAYS

- i. The following holidays or the days upon which they are observed shall be allowed to all weekly employees without deduction from the weekly pay, New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, the last Friday in August, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day together with all other statutory and/or gazetted public holidays for the state.
- ii. For time worked on a public holiday, other than Christmas Day and Good Friday, double ordinary rates shall be paid in addition to the weekly wage with a minimum of four (4) hours. For time worked on Christmas Day and Good Friday treble ordinary rates shall be paid in addition to the weekly wage with a minimum of four (4) hours.
- iii. Where an employee who is entitled to a leisure day and such leisure day falls on a public holiday prescribed in part (i) of this clause, they shall be entitled to one of the following:
 - a) payment of an additional days wages; Or
 - b) another day may be allowed off with pay to the employee within 4 weeks prior or 4 weeks subsequent to the public holiday occurring.

CLAUSE 18

SUNDAY WORK

Work performed on a Sunday shall be paid for at the rate of double time and a half with a minimum of four hours. Provided that if an employee is notified to work more than four hours and is then not required to work those hours, the minimum payment shall be the period of the original notification.

CLAUSE 19

ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- i. See Annual Holidays Act, 1944, as amended.
- ii. An employee at the time of his entering upon a period of annual leave, in accordance with the said Annual Holidays Act, shall be entitled to an additional payment in respect of the period of employment to which the said leave is referable, calculated on the basis of one week's wage or three (3) hours ordinary pay for each month, including shift allowances where appropriate.
- iii. The loading prescribed herein shall be paid on termination of employment where the annual leave which has become due to the employee is outstanding at the time of termination.
- iv. The provisions of subclause (iii) shall not apply where an employee is dismissed for misconduct nor shall it apply to pro-rata holiday pay paid on termination of employment.

CLAUSE 20

LONG SERVICE LEAVE

See Long Service Leave Act, 1955, as amended.

CLAUSE 21

SICK LEAVE

- i. a) An employee who after not less than three months continuous service with the employer, is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers' Compensation Act, 1987, as amended, not due to their own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendances. Provided that they shall not be entitled to paid leave of absence for any period in respect of which they are entitled to workers' compensation. Provided however, that once an employee has had three months continuous service with an employer they shall be paid for any absence owing to illness during the first three months.
- b) The employee shall, within twenty-four hours of the commencement of such absence, inform the employer of their inability to attend for duty, and, as far as possible, state the nature of injury or illness and the estimated duration of the incapacity.
- c) The employee shall prove to the satisfaction of the employer or, in the event of a dispute, the Industrial Commission of New South Wales that they are or were unable on account of such illness, to attend for duty on the day or days for which payment under this clause is
- d) The employee shall not be entitled to sick leave in excess of the following:-

In the first year of employment -	44 hours
In the second year and up to and including the fourth year of employment -	60 hours
In the fifth year and thereafter -	72 hours

- e) The rights under this clause accumulate from year to year so that any part of a week which has not been allowed in any year, may, subject to the conditions prescribed by this clause, be claimed by the employee and shall be allowed by the employer in a subsequent year of employment.

- f) An employee who is absent without leave on the working day after their leisure day shall be liable to forfeit wages for that day except where the employee produces medical evidence that is satisfactory to the employer, to the extent that his absence was caused through personal illness or injury.
- g) No employee shall be retired on the grounds of ill-health until their accumulated sick leave credits have been exhausted or unless the cash value of the accumulated sick leave credit has been paid to the employee on termination of employment.
- ii. For the purposes of this clause continuous service shall be deemed not to have been broken by:-
 - a) any absence from work on leave granted by the employer; or
 - b) any absence from work by reason of personal illness, injury or other reasonable cause; Proof whereof shall in each case, be upon the employee.

Provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

- iii. Service before the date of coming into force of this clause shall be counted as service for the purpose of qualifying thereunder.
- iv. Entitlements within this clause do not extend to an employee on their leisure day.
- v. Single Day Absences:

Employees under this agreement shall in any year of employment be allowed the first two separate single days absence on account of personal illness or injury without production of proof of such illness or injury.

All other sick leave shall be subject to proof as provided in subclause (i) (c) of this clause.

Provided that where a company has reasonable proof to suspect that an employee has abused their entitlements under this subclause the Company and the Union shall investigate and discuss the matter.

CLAUSE 22

BEREAVEMENT LEAVE

- i. An employee shall on the death of a wife, husband, father, mother, brother, sister, child, step child, grandchild, parent in law, foster parent or grand parent be entitled on notice to leave including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of work hours worked by the employee in three ordinary days work.

In the case of attendance of a funeral of such relation outside Australia such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in five ordinary days work.

Proof of such death shall be furnished by the employee to the satisfaction of the employer if they so request, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, he 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 was justified.

Provided 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 purpose of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is legally separated but shall include a person who lives with the employee as a de facto wife or husband.

- ii. Entitlements under this clause do not extend to an employee on their leisure day.

CLAUSE 23

FARES AND TRAVELLING TIME

Employees temporarily transferred shall be reimbursed any extra fares or expenses involved together with payment for all extra time spent travelling.

CLAUSE 24

TERMS OF ENGAGEMENT

- i. Except as to casual employees employment shall be on a weekly basis.
- ii. Employment of weekly employees during the first week of service shall be from day to day at the weekly rate terminable by a day's notice on either side; But the employer shall indicate clearly to an employee at the time of engagement whether they are being engaged as a casual employee or as a weekly employee.
- iii. Subject as provided for elsewhere in this agreement employment shall be terminated by a weeks notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one weeks wage.
- iv. Notwithstanding any provisions of subclause (i), (ii) and (iii) of this clause, the employer shall have the right to dismiss an employee without notice for misconduct or refusing duty.

CLAUSE 25

GENERAL CONDITIONS

- i. A first aid kit shall be provided in each warehouse, at the employer's expense.
- ii. Each employee on the termination of their engagement shall, on request, be given a statement, in writing signed by the employer or the manager, stating the position held by the employee and their length of service.
- iii. Adequate waterproof clothing shall be supplied to all employees when working in the rain.
- iv. Employees shall be provided with reasonable dining accommodation, locker change rooms, adequate washing and toilet facilities and a plentiful supply of hot water and refrigerated water for drinking.
- v. Employees shall be allowed two ten minute tea breaks.
- vi. Parental Leave - See Industrial Relations Act, 1991.
- vii. Workers Compensation - See Workers Compensation Act, 1987.
 - (a) Leisure days do not accrue whilst on Workers Compensation.
- viii. Those employees who are members of the State Emergency Services who are genuinely required to provide their

services will be reimbursed for time not worked at their ordinary award rate of pay. Employees are required to provide proof of their attendance from the S.E.S. for reimbursement.

CLAUSE 26

UNION DELEGATES

Where an employee is elected by fellow employees as a union delegate and their name forwarded, in writing, by the union to the employer the said union delegate shall be allowed, by the employer, such time as is necessary to interview the employer or Company representatives on matters affecting the employees he represents.

CLAUSE 27

SETTLEMENT OF DISPUTES

Any dispute arising out of employment and or the interpretation of this Agreement shall be referred by the union delegate to the Company representative appointed for this purpose.

Failing settlement at this level between the Company 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 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 Company shall refer the dispute to the parent Company (being Coles Supermarkets) and the Union Secretary shall take the matter up with the parent Company.

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.

At any time either party shall have the right to notify the dispute to the Industrial Commission.

CLAUSE 28

SPECIAL RATE

DIRTY WORK

An employee regularly engaged in the physical handling, sorting and attempted recovery of broken and damaged stock or engaged in the cleaning of toilet and canteen facilities shall be paid a dirty work allowance of \$10.59 per week.

An employee not regularly employed for such work shall be paid an allowance of 29.41 cents per hour for each hour so employed on such work.

This special rate is a flat payment and shall not be taken into account when calculating any other payment to which the employee may be entitled nor shall it be subject to wage indexation increases.

CLAUSE 29

JURY SERVICE

- i. 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 employees award rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement 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.

- ii. Entitlements within this clause do not extend to an employee on their leisure day.

CLAUSE 30

ATTENDANCE AT REPATRIATION CENTRE

- i. Employees being ex-service personnel, shall be allowed as time worked, lost time incurred whilst attending repatriation centres for medical examination and/or treatment; Provided that:
 - a) Such lost time does not exceed four hours on each occasion.
 - b) Payment shall be limited to the difference between ordinary wage rates for time lost and any payment received from the Repatriation Department as a result of each such visit.
 - c) The employee produces satisfactory evidence to the employer that he is so required to and subsequently does attend at repatriation centre.
- ii. Entitlements within this clause do not extend to an employee on their leisure days.

CLAUSE 31

RIGHT OF ENTRY

Refer to Section 733 of the Industrial Relations Act, 1991.

CLAUSE 32

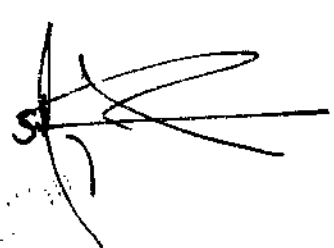
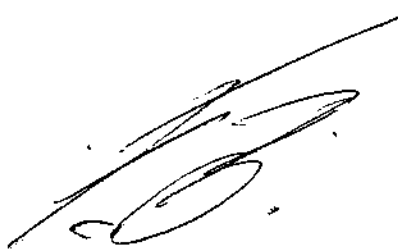
BASIS OF AGREEMENT

- i. This Agreement is entered into by the Company and the Union on the condition that:-
 - a) Both parties accept and honour in full the terms of the Agreement during its currency.
 - b) There will be no claims for alterations to any of the terms of the Agreement prior to 14th October 1994.
The only exception to this would be if an obvious error or oversight was made and both parties mutually agreed to a variation.
 - c) Both parties agree to commence discussions for the next round of productivity based negotiations in August 1994.
 - d) Both parties agree that the agreement was not entered into under duress.
 - e) Either party may raise the issue of redundancies and trade union trading leave should the need arise.
- ii. Neither this Agreement nor any part thereof shall be used by the Company or the union as evidence or example before any Court or Tribunal in respect of proceedings by or against any other employer or union.

CLAUSE 33

AREA, INCIDENCE AND DURATION

- i. This Agreement is between Retail Distribution Management (R.D.M.), a subsidiary of Coles Myer Ltd, operated by Coles Supermarkets Pty Ltd, and the National Union of Workers, New South Wales branch.
- ii. It shall apply to all storeman and packers and persons appointed in charge by the Company, other than salaried or staff employees employed in grocery and variety bulk warehouses operated by the company in Goulburn, Somersby and Cardiff.
- iii. This Agreement shall operate from the date of registration for a period of 12 months.
- iv. This Agreement replaces the storeman and packers general (state) award.



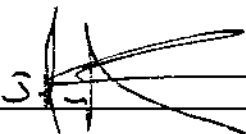
CLAUSE 34

FORMAL COUNSELLING PROCEDURE

All employees will be subject to the following procedure before termination of employment can take place:

1. Formal Warning - explaining reasons with a union delegate present if so requested by the employee.
2. Final Warning - explaining reasons with a union delegate present if so requested by the employee.
3. Dismissal - explaining reasons with a delegate present if so requested by the employee.

However, in the case of serious breach of company policy and or, wilful misconduct, instant dismissal will apply.



1.2.94

MR JOHN KIMPTON
GENERAL MANAGER PERSONNEL
DISTRIBUTION CENTRES
COLES SUPERMARKETS

4.2.94



MR FRANK BELAN
STATE SECRETARY
NATIONAL UNION OF WORKERS,
NEW SOUTH WALES