

ENTERPRISE AGREEMENT

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TOYS "R" US

HEAD OFFICE

PARTNERSHIP AGREEMENT

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1. **E OF AGREEMENT**

This agreement shall be known as the Toys "R" Us Head Office Partnership Agreement.

2. **PARTIES BOUND**

This agreement is between Toys "R" Us (Australia) Pty Limited (Toys "R" Us) and the employees (Clerical/Administrative Associates) present and future of Toys "R" Us located at the Company Head Office at Block G Commercial Drive, Regents Park Estate, Regents Park present and future.

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 cooperative and flexible attitude to work is required from all employees to assist in this aim. It is the intention of this agreement that there should be continual improvement in productivity goals and service to the benefit of all concerned.

4. **INCIDENCE**

4.1 The agreement shall regulate the terms and conditions of employment with Toys "R" Us. Employees should also familiarise themselves with the Company's Store Operating Procedures (SOP's).

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

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. ENGAGEMENT

- 6.1 An employee may be engaged as a full time, part time or casual employee.
- 6.2 Full time employee means an employee engaged on a weekly basis to work an average of 38 hours per week over a 52 week period.
- 6.3 Part time employee means an employee engaged on a weekly basis to work less than 38 hours per week.
- 6.4 Casual employee means an employee engaged by the hour and paid as such.

7. FUNCTION AND POSITION DESCRIPTION

- 7.1 Employees will be required to undertake duties and work as directed within the relevant Department. Those duties are set out in the Clerical/Administrative Associate Position Descriptions and may change over time with the addition of other responsibilities or the performance of other duties as the Company may reasonably require to meet the operating needs of the Company. Employees promoted to perform duties at a higher Level will receive a Salary increase in line with the increased duties.
- 7.2 Employees 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 their department. Employees will work as part of the team to ensure that productivity standards are achieved. Employees will conscientiously and diligently carry out these duties in respect of the Company's business and shall use their best endeavours to promote and enhance the business reputation of the Company. Where appropriate training may be provided by the Company.

8. ANNUALISED SALARIES

8.1 Clerical/Administrative Associates

An employee engaged to carry out duties within Head Office together with any other duties as may reasonably be directed and requested by the employer. While the below levels indicate salary levels, from time to time certain job functions may attract a higher level of salary. These higher Salaries may occur for a variety of reasons including tenure and experience.

Rate per annum

Level 1	18K to 21K - Junior Employees only
Level 2	21200K to 25500K
Level 3	26K to 31999K
Level 4	32K to 41999K
Level 5	42K Plus

8.2 **Part time employees**

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

8.3 **Casual employees**

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

8.4 Salaries will be paid on a weekly basis by electronic funds transfer. Payment of salaries will no more than four days in arrears.

8.5 Salaries will be subject to review by the Company on the basis of individual performance assessment undertaken on a annual basis. There shall be no movement in wages as a result of any State or National Wage Determination, unless to meet minimum wage standards.

9. **HOURS OF WORK**

9.1 The ordinary hours of work are between 7.00am and 9.00pm Monday to Friday and 7.00am and 6.00pm Saturday. Within that spread of hours, ordinary hours can be worked.

9.2 So far as is possible each full time and part time employee shall be given a regular roster. Hours of work may be altered by mutual agreement when necessary to meet the operating requirements of the Company. As far as possible reasonable advance notice and consultation will take place regarding such changes to the roster.

9.3 From time to time the roster and specific hours and meal breaks may be varied by the employer in order to cover sickness, absence, sudden busy periods, emergency and unforeseen circumstances or similar situations.

9.4 No more than 10 ordinary hours will be worked in any one day.

10. **OVERTIME**

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

10.11 Overtime rates shall be paid for all work in excess of the rostered ordinary hours for all Clerical\Administrative Associates graded at Level 1 and Level 2 (except as per 10.2).

10.12 Employees graded at Level 1 and Level 2 required to work more than 5 days in any one week shall be entitled to either the payment of overtime or time off in lieu of overtime at the overtime rate.

- 10.13 The rate for all overtime shall be time and one half.
- 10.14 By mutual agreement the rate for overtime may be time off in lieu of overtime. Such time off in lieu of overtime is calculated at the penalty equivalent.
- 10.2 Clerical\Administrative Associates performing job functions graded in Level 3, Level 4, and Level 5 will be exempt from the provisions of this clause. Except that if employees graded at these Levels are required to work more than 5 days in any one week they shall be entitled to time off in lieu for the extra hours worked.

11. **MEAL BREAKS**

- 11.1 On each occasion a Clerical\Administrative Associate is required to work more than 5 ordinary hours, they shall be entitled to an unpaid meal break of not less than half an hour nor more than one hour.

12. **HOLIDAYS**

- 12.1 The days observed as New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day any other days gazetted as public holidays for the State shall be holidays.
- 12.2 Employees shall be entitled to the holidays listed above without deduction of pay, provided that Clerical\Administrative Associates graded at Level 1 and Level 2, and Security Associates working on any of the days listed, shall be paid at the rate of time and one half for the hours so worked. Clerical\Administrative Associates graded at Level 3, Level 4 and Level 5 working on any of the days listed above shall be entitled to time off in lieu equal for the hours worked.
- 12.3 If 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 15, they shall forfeit payment for the public holidays as well as the day(s) of absence.

13. **SUNDAY WORK**

- 13.1 Clerical\Administrative Associates performing overtime hours of work performed on a Sunday shall be paid at the rate of time and one half.

14. **SICK LEAVE**

- 14.1 An employee who is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity not due to their own serious and wilful misconduct, they 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. If an employee has been sick during this period, payment for the eligible sick leave will be made once 3 months service is completed.
- 14.1.2. An employee shall not be entitled to paid leave of absence for any period in respect of which they are 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, accumulative up to twelve years service. A part time employee shall be entitled to a pro-rate amount each year.

Sick leave shall be granted subject to the following conditions and limitations:

- 14.2.1. The employee shall notify the Company, prior to the commencement of their shift of their inability to attend for duty;
- 14.2.2. An employee shall provide a Doctor's Certificate where they have taken two or more days in a row or the sick days fell before or after a public holiday, or the Company requests one;

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

15. ANNUAL LEAVE

- 15.1 An employee will be entitled to annual leave in accordance with the Annual Holidays Act, 1944. In the absence of any statutory provision of a greater amount entitlement is to four weeks paid leave after each twelve months service with the Company.
- 15.2 The parties recognise that there will be times during the year due to peak retail season that employees will not be able to take annual leave. The parties also recognise that Holidays must be taken in accordance with the Annual Holidays Act, 1944.

16. PARENTAL LEAVE

Parental Leave shall be in accordance with the Industrial Relations Act, 1991.

17. LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the Long Service Leave Act, 1955.

18. **SUPERANNUATION**

Superannuation shall be in accordance with the Superannuation Guarantee Charge (SGC) Legislation. Payments will be made into the Retail Employees Superannuation Trust (REST) unless otherwise agreed between the Company and the employee.

19. **TERMINATION OF EMPLOYMENT**

19.1 During the first month of employment, employment may be terminated by either party giving immediate notice.

19.2 After one months probationary employment, employment may be terminated by either party giving one weeks notice to the other or by the payment of one weeks ordinary pay in lieu of notice or forfeiture of one weeks ordinary pay.

19.3 The right is reserved by the Company to effect summary dismissal 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.

20. **SWITCHBOARD**

20.1 To ensure the continued efficiency of Toys "R" Us Head Office, it is agreed that the switchboard will operate from 8.00am - 6.00pm Monday to Friday.

20.2 It is the intention of the Company to train employees to ensure they are both capable and confident in the use of the switchboard.

20.3 Rostering of employees to use the switchboard will be made after consultation occurs between both the employees and their Directors.

21. **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. A salary review will occur 12 months from the signing of this Agreement.

22. **BEREAVEMENT LEAVE**

22.1 An employee shall, on the death of a spouse, father, mother, stepfather, stepmother, parent-in-law, grandparent, child, stepchild, or grandchild, brother or sister be entitled on notice to leave up to an 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 in three ordinary days work. Proof of such death shall be furnished to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia.

22.2 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 "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.

23. **JURY SERVICE**

23.1 An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence, the employee shall be paid the difference between the jury service fees received and the ordinary rate of pay as if working.

23.2 The employee shall be required to produce proof of jury service fees received and proof of requirements to attend and attendance on jury service, shall give notice of such requirements as soon as practicable after receiving notification to attend for jury service.

24. **RESOLUTION PROCEDURE**

24.1 It is agreed 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 and the Company. The procedure outlined below is accepted as a means of resolving such issues.

24.2 At any time during this procedure an employee may choose to be represented by any other person or organisation as the employee may so choose.

24.3 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 Management. The Management will endeavour to resolve the problem after hearing from all parties concerned to the mutual satisfaction of the employee and the Company.

24.4 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.

24.5 During this procedure work will continue as normal and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause. The parties will co-operate to ensure that the steps to each a resolution are carried out as expeditiously as possible for the benefit of all concerned. In the event that the procedure does not produce a determination of the matter the Human Resources Director should be the final arbiter.

24.6 Nothing in this clause will prejudice an employee seeking to have the matter heard before the New South Wales Industrial Relations Commission.

25. **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 employees may obtain knowledge is a valuable asset of the Company. During employment period, employees 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.

26. **PROPERTY - MONIES OWING TO COMPANY**

26.1 Employees are required to take all reasonable care in the use of and for the protection of any property belonging to or in the care of the Company. On termination of employment or upon a request to do so, employees must return in good condition (subject to fair wear and tear) any property in their possession belonging to the Company.

27. **MEDICAL CHECK**

To ensure the health and safety of all employees, the Company has the right to require employees at any time during their employment to undergo a medical examination by a qualified medical practitioner selected by the Company at the Company's expense. Any medical reports provided to the Company for this purpose will be treated on a strictly confidential basis.

28. **SAVINGS CLAUSE**

28.1 The annualised salaries are calculated to include shift penalties and loadings for the ordinary hours that would have otherwise been due under the Clerks (State) Award.

28.2 No employee shall in aggregate receive per annum or during a period of employment of less than 12 months, less than that they would have otherwise received for ordinary hours under the Award.

29. **GENERAL**

If this agreement or any one or more of the provisions contained herein are invalid, illegal or unenforceable against any party because of any applicable law the validity, legality and enforceability of the remainder shall not in any way be affected or impaired.

30. **NO DURESS**

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

Signatories to the agreement:

THE COMPANY

SIGNED for and on behalf of

TOYS "R" US (AUSTRALIA) PTY LTD

by:

ALEC BASHINSKY

Name: (Print)

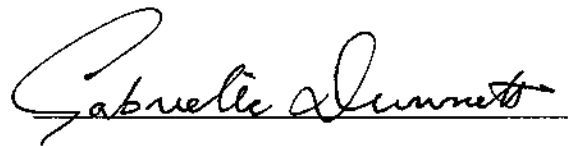


Signature

in the presence of:

GABRIELLE DUMMETT

Name of Witness: (Print)



Signature

At REGENTS PARK

Dated 3/5/94

THE EMPLOYEES

SIGNED by:

Nicole Fallon

Name: (Print)

N Fallon

Signature

SIGNED by:

ANNE ENGLAND

Name: (Print)

Anne England

Signature

SIGNED by:

MELINDA LAURANCE

Name: (Print)

M Laurance

Signature

SIGNED by:

JENNIFER COOKE

Name: (Print)

J Cooke

Signature

SIGNED by:

JENNY MADDOCKS

Name: (Print)

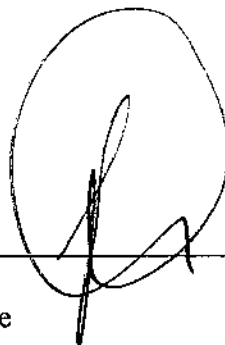
J Maddocks

Signature

SIGNED by:

PRUE DAVIES

Name: (Print)




A handwritten signature consisting of a large, loopy capital 'P' followed by a capital 'D' and a capital 'V' with a long tail, all written in black ink on a horizontal line.

Signature

SIGNED by:

LESLEY BRENNAN

Name: (Print)



A handwritten signature in black ink, featuring a stylized capital 'L' and 'B' followed by a horizontal line, written on a horizontal line.

Signature

SIGNED by:

DALEEN BRUCE

Name: (Print)



A highly stylized and cursive handwritten signature in black ink, written on a horizontal line.

Signature

SIGNED by:

LIESSE MCKINNON

Name: (Print)



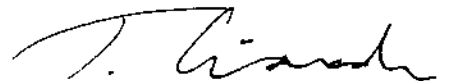
A handwritten signature in black ink, appearing to be 'L. McKinnon', written on a horizontal line.

Signature

SIGNED by:

TONIA CIACCHI

Name: (Print)



A handwritten signature in black ink, appearing to be 'T. Ciacchi', written on a horizontal line.

Signature

SIGNED by:

M Archbold

Name: (Print)

M Archbold

Signature

SIGNED by:

Evette Coorey

Name: (Print)

Evette Coorey

Signature

SIGNED by:

Muammer Ulukan

Name: (Print)

Muammer Ulukan

Signature

SIGNED by:

Link NGUYEN

Name: (Print)

Link NGUYEN

Signature

SIGNED by:

FAY TYLER

Name: (Print)

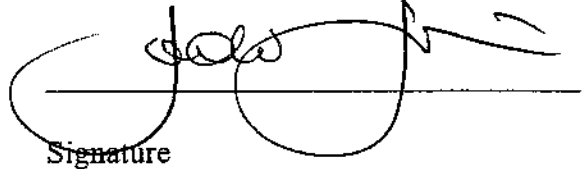
FAY TYLER

Signature

SIGNED by:

JODI JAMIESON

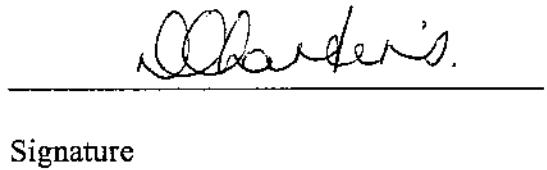
Name: (Print)


Signature

SIGNED by:

DARLENE CHARTERS

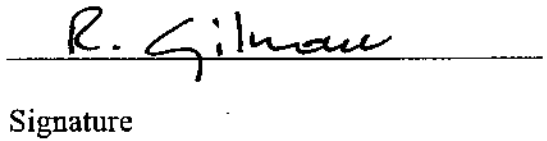
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Signature

SIGNED by:

ROBERTA GILMAU

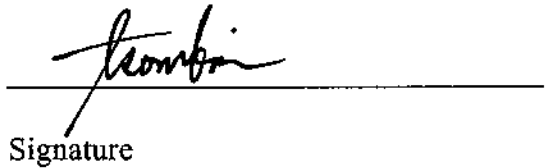
Name: (Print)


Signature

SIGNED by:

Therese Ombina

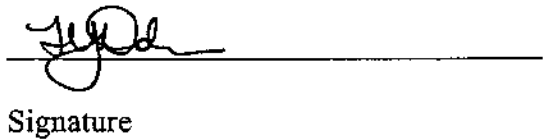
Name: (Print)


Signature

SIGNED by:

Heidi Dobson

Name: (Print)


Signature

in the presence of:

DOMINIC WELFARE

Name of Witness: (Print)

Signature:



At REGENTS PARK

Dated 3 MAY 1994

ANNEXURE 'A'

New employees employed at Head Office will be graded in accordance with Annexure A. If no job function exists within this structure for a new employee, a comparison of the skills required will occur to determine what level they will be graded at.

1. LEVEL ONE

The job functions (while not comprehensive) listed below are all graded at level one:

- Purchasing Clerk
- Administration Clerk

2. LEVEL TWO

The job functions (while not comprehensive) listed below are all graded at level two:

- Property Clerk
- Store Accounting Clerk (Junior)
- Expense Payable Clerk (Junior)
- Merchandise Payable Clerk (Junior)
- Office Assistant
- Merchandise Clerk
- Import Coordinator
- Store Planning Clerk
- Operations Clerk
- Transport Clerk
- Payroll Assistant
- Human Resources Clerical Assistant

3. LEVEL THREE

The job functions (while not comprehensive) listed below are all graded at Level Three:

- Store Accounts Clerk (Senior)
- Expense Payable Clerk (Senior)
- Merchandise Payable Clerk (Senior)
- Human Resources Clerk
- Receptionist
- Advertising Assistant
- Purchasing Administration

4. LEVEL FOUR

The job functions (while not comprehensive) listed below are all graded at Level Four:

- Director's Secretary
- Construction and Property Assistant

5. LEVEL FIVE

The job functions (while not comprehensive) listed below are all graded at Level Five:

- Executive Assistant
- Managing Director Personal Assistant
- Office Manager