

# ENTERPRISE AGREEMENT

NO: E.A. 59 /1996

DATE REGISTERED: 22-2-96

PRICE: \$ 34-00

DATED

1995

COLES SUPERMARKETS (AUSTRALIA) PTY LIMITED  
ACN 004 189 708

AND

NATIONAL UNION OF WORKERS', NEW SOUTH WALES BRANCH

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COLES SUPERMARKETS (AUSTRALIA) PTY LIMITED  
FLEMINGTON FRESH PRODUCE DISTRIBUTION CENTRE  
ENTERPRISE AGREEMENT 1995

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PART A

1. TITLE

This Agreement shall be known as the Coles Supermarkets (Australia) Pty Limited Flemington Fresh Produce Distribution Centre Enterprise Agreement (1995).

## 2. BASIC WAGE

- (i) This Agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.
- (ii) The said basic Wage is subject to variation in accordance with the provisions of subsection (2) of section 14 of the *Industrial Relations Act 1991*. Upon any such variation, rates of wages prescribed by this Agreement are subject to variation pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said basic wage.

## 3. PARTIES

The parties to this Agreement are The National Union of Workers', New South Wales Branch and Coles Supermarkets (Australia) Pty Limited.

## 4. AREA, INCIDENCE AND DURATION

- (i) This Agreement regulates, in whole and exclusively, the conditions of all Storepersons employed by Coles Supermarkets (Australia) Pty Limited at:

The Flemington Fresh Produce Distribution Centre  
situated at the Flemington Fresh Produce Markets at  
Flemington in the State of New South Wales

- (ii) This Agreement is in full settlement of all rights between the parties and all pre-existing disputes are subsumed within it.
- (iii) This Agreement commences on and from the date of registration and shall remain in force for a period of 12 months.

## 5. DEFINITIONS

- (i) Full Time Employee

An employee who works on a regular roster totalling 36 hours per week.

- (ii) Part Time Employee

An employee who works on a regular roster, a minimum of 16 hours and a maximum of 32 hours over a one week cycle. They shall be entitled to a minimum of 4 hours per day and a maximum of 9 hours per day.

- (iii) Casual Employee

An employee who works on a call basis. They shall be engaged by the hour with a minimum engagement of 4 hours per day and a maximum engagement of up to 9 hours per day. The maximum number of hours per week shall be 32.

(iv) Fixed Term Employee

An employee engaged as either a full time or part time employee for a specific period to replace an employee on authorised leave. A fixed term employee shall be advised in writing upon commencement, of the date of termination of such employment.

(v) Day Worker

An employee who commences and completes a rostered shift between the hours of 6:00am and 6:00pm Monday to Sunday inclusive.

(vi) Shift Worker

An employee who commences a rostered shift before 6:00am or completes a rostered shift later than 6:00pm Monday to Sunday inclusive.

(vii) Afternoon Shift

Means a shift finishing during the period after 6:00pm and at or before midnight.

(viii) Night Shift

Means a shift finishing during the period after midnight or before 8:00am.

(ix) Storeperson Grade 1

An employee who is a new employee and is serving a probationary period of 3 month, which period will include training and supervision to develop the person to Grade 2 status.

(x) Storeperson Grade 2

A storeperson Grade 2 will be required but will not be restricted to the duties of receiving/selecting/replenishment/assembling loading and unloading good, cleaning and utilising mechanical, computer technology and electrical devices for the movement control and documentation of goods.

(xi) Storeperson Grade 3

An employee who in addition to performing the duties of a storeperson Grade 2 is principally engaged in the operation of materials handling equipment requiring licensing or certification issued under the relevant Workcover Regulation or is principally engaged in the co-ordination and control of office despatching duties.

(xii) Storeperson Grade 4

An employee who in addition to performing the duties of a storeperson Grade 2 or 3; utilises computer technology for the receipt and control of goods, authorises transactions within a

delegated scope on behalf of the Company and works principally with minimal supervision and may be responsible for the quality of work of other storepersons without being responsible for their direction.

(xiii) A Week

For all purpose of this Agreement a week shall be 36 hours Monday to Sunday inclusive.

**6. WAGES**

- (i) Wages shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) Part-time employees shall be paid an ordinary hourly rate equal to the appropriate ordinary weekly rate divided by 36. The provisions of this Agreement with respect to sick leave, annual leave, and holidays shall apply on a pro-rata basis.
- (iii) Casual employees shall be paid on an hourly basis equivalent to one-thirty-sixth of the appropriate weekly wage plus 15% casual loading plus 1/12th annual leave loading.
- (iv) Where applicable the appropriate shift allowance will be paid in addition to the loading mentioned above.
- (v) The parties will commence negotiations on a new Enterprise Agreement in August 1996 with the intention of having a new Enterprise Agreement in place as and from 23 October 1996. Coles Supermarkets (Australia) Pty Limited will do all things that may be necessary to terminate this Agreement to allow for any new Enterprise Agreement to operate as and from 23 October 1996.

**7. FLEXIBLE WORKFORCE**

- (i) The flexible workforce will consist of casual employees which will represent 20% of the permanent work hours Monday to Sunday, during normal times throughout the year. At peak times, including Christmas and Easter the ratio will be adjusted to meet the needs of the business by mutual agreement.

**8. MIXED FUNCTIONS**

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

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

**9. HOURS OF WORK**

**(i) Ordinary Hours - Full Time Employees**

Full Time Employees ordinary hours shall not be less than 6 hours per day or more than 9 hours per day.

The number of shifts per week will not exceed 5, Monday to Sunday inclusive.

The shifts shall be worked consecutively unless by mutual Agreement.

**(ii) Ordinary Hours Part Time Employees**

Part Time Employees ordinary hours shall not be less than 4 hours per day or more than 9 hours per day.

The number of shifts per week will not exceed 5, Monday to Sunday inclusive.

**(iii) Casuals**

A Casual Employee will be employed to work a minimum of 4 hours and a maximum of 9 hours in each working shift with a maximum of 32 hours per week.

**(iv) Day Worker**

A Day Worker's ordinary hours is exclusive of meal breaks.

**(v) Shift Worker**

A Shift Worker's ordinary hours is inclusive of meal breaks.

**(vi) Commencing and Ceasing Times**

The time of commencing and ceasing shift having been determined may be varied by mutual Agreement or in the absence of Agreement by 7 days notice of the alteration given by the Company to the employee.

**(vii) Saturday Allowance**

A day worker whilst working Saturday as part of their work roster shall be paid an allowance of 60% in addition to the ordinary rate provided for in clause 7 wages.

**(viii) Sunday Allowance**

A day worker whilst working Sunday as part of their work roster shall be paid an allowance of 100% in addition to the ordinary rate provided for in clause 7 Wages. This payment would be in substitution for any shift penalties that would otherwise be paid.

(ix) **Public Holiday Allowance**

A day worker whilst working a Public Holiday as part of their work roster shall be paid an allowance of 150% in addition to the ordinary rate provided for in clause 7 wages. All work performed on a public holiday will be on a voluntary basis.

(x) **Custom and Practice**

Existing Custom and Practice in relation to the way in which work is performed at the Distribution Centre as detailed in the Agreement between Coles Supermarkets Australia Pty Limited and Shift Delegates dated 23 October 1995 shall continue to be observed. To the extent of any inconsistency between the terms of this Agreement and the terms of that Agreement, the terms of that Agreement shall prevail.

**10. SHIFT WORK**

- (i) A shift worker whilst on afternoon shift shall be paid a shift allowance of 17.5% in addition to the ordinary rate provided for in clause 7 wages.
- (ii) A shift worker whilst on night shift shall be paid a shift allowance of 30% in addition to the ordinary rate provided for in clause 7 Wages.
- (iii) A shift worker working on Saturday afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 60% in addition to the shift allowance in clauses 10(i), 10(ii).
- (iv) A shift worker working on a Sunday afternoon or night shift as part of their normal work roster shall be paid in addition to the ordinary hourly rate an allowance of 100% which substitutes for the shift allowances in Clauses 10(i), 10(ii).
- (v) Where shifts commence between 11:00pm and midnight the time so worked before midnight shall not entitle the employee to any allowances applicable to that day, provided that the time worked between 11:00pm and midnight is applied to any allowance applicable to the day in which the majority of the shift is worked. Where shifts fall partly on two days, the day the major portion of the shift falls on shall be regarded as that day.
- (vi) Shift allowances provided in Clauses 10(iii) and 10(iv) shall apply to any employee whilst absent on accrued sick leave.
- (vii) Shift allowances shall be payable for absence on annual leave in accordance with Clause 18 hereof.
- (viii) For picking, Receiving and Despatch Shifts the minimum employment on any one day shall be one shift for a part-time and casual employee.
- (ix) For shifts other than Picking Receiving and Despatch the minimum employment for part time and casual employees on any one day is 4 hours and the maximum is 9 hours.

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**11. MEAL BREAKS AND REST PAUSES**

**(i) Meal Breaks**

The roster principles set out in Clause 9 Hours of work shall be applicable provided that:

An employee who works more than five hours shall be provided with an unpaid meal break of between 30 minutes duration. However by mutual agreement an employee who works for more than 5 hours but less than 6 hours is not required to take a meal break.

An employee working in excess of 10 hours on any one day will be provided with an additional unpaid break of thirty minutes.

**(ii) Crib Break**

All employees working on either afternoon shift and night shift will be provided with a paid crib break of 20 minutes duration after 6 hours of work.

**(iii) Meal Allowance**

An employee who works overtime for more than one hour on any day or shift after the fixed ceasing time shall be paid on such day an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, as a meal allowance unless notified prior to the completion of the previous shift of the intention to work such overtime. Such payment shall be made in addition to the normal weekly pay through EFT. Should an employee be notified of the intention to work overtime and then not be called upon to do so they shall be paid the said amount.

**(iv) Rest pauses**

An employee who works for five consecutive hours or more is entitled to a paid ten minute rest pause; provided that the rest pause is not taken within one hour of commencement or cessation of a shift.

**12. PART-TIME EMPLOYEES**

- (i) Any hours worked in excess of rostered hours can be offered to a part-time employee at ordinary rates of pay by mutual agreement up to 32 hours per week.

**13. CASUAL EMPLOYMENT**

- (i) A casual employee shall be an employee engaged to work within the ordinary span of hours on either day, afternoon shift or night shift.
- (ii) A casual employee will be engaged by the hour with a minimum engagement of 4 hours per day and a maximum of 32 hours per week.

- (iii) Casual employees engaged on shiftwork 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 1/12 holiday rate.
- (iv) All Casual employees will be paid in arrears as outlined in clause 18(i) of this Agreement.

#### 14. FIXED TERM EMPLOYMENT

- (i) The intent of temporary full-time or part-time employment is to ensure business needs will be met effectively, during peak periods. Peak periods cover from 1 November to Easter Monday each year.
- (ii) Full-time and part-time employees may be engaged for a fixed term, a minimum of 4 weeks and a maximum of 12 weeks.
- (iii) Fixed term Full-time and Part-time employees will accrue all rights and entitlements of permanent full-time or part-time employees in accordance with this Agreement.
- (iv) All entitlements will be paid out at the completion of the fixed term. If an employee does not complete the fixed term whilst in the companies employ they shall be entitled to all pro-rata payments for the period of the fixed term contract.
- (v) The total number of fixed term and casual employees may not exceed 30% of the permanent workforce unless by mutual agreement.

#### 15. OVERTIME

- (i) Overtime shall mean all time worked before the fixed starting time or after the fixed finishing time, or in excess of an average thirty-six (36) hours per week.
- (ii) Overtime shall be paid for at the rate of time and one half for the first 2 hours and at the rate of double time thereafter.
- (iii) Overtime on a Sunday shall be paid for at the rate of double time and one half for all hours worked.
- (iv) The employer may require employees to work reasonable overtime to meet the needs of the business.
- (v) Over time worked on a Public Holiday or Market Picnic Day shall be paid for at the rate of double time and one half.
- (vi) The company and employees have agreed to the following overtime principles :

Overtime on Sundays - to be offered to current employees employed as at 23 October 1995.

Overtime between day and afternoon shift to be offered to current day shift employees employed as at 23 October 1995.

Overtime between afternoon and nightshift to be offered to current nightshift employees employed as at 23 October 1995.

Overtime between nightshift and day shift to be offered to current nightshift employees employed as at 23 October 1995.

If a shortfall of labour eventuates following the above principles being exhausted employees from other shifts will in turn be offered overtime.

#### 16. HOLIDAYS

- (i) Each full-time and part-time employee shall be granted the following holidays without deduction of pay, but if any other day be by Act of Parliament or Proclamation substituted for any of the said holidays this provision shall apply only to the day so substituted.
- (ii) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, and Market Picnic Day.
- (iii) For rostered time worked on a Public Holiday as listed in (ii) of this clause, time and one half will be paid in addition to the weekly wage with a minimum payment of four (4) hours.
- (iv) All worked performed on a public holiday will be on a voluntary basis.

#### 17. ANNUAL LEAVE

- (i) See *Annual Leave Act, 1944*, as amended.
- (ii) An employee at the time of 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 a loading of 17.5% on the employees' ordinary weekly rate of pay, including shift loading, where appropriate.

#### 18. PAYMENT OF WAGES

- (i) All staff on all shifts will be paid their total wages, including overtime, annual leave loading, annual leave pay, all penalties and allowances by EFT in arrears, provided that:
- (ii) Employees will be able to split weekly wages between a maximum of two bank accounts. A fixed amount must be nominated for payment into one account each week, with the remainder of wages being paid into a second nominated account.
- (iii) Employees will be issued with a weekly pay slip indicating weekly pay details including all allowances and penalties and the current entitlements of employees to long service leave and annual leave.
- (iv) A banking allowance of 30 cents will be paid each week to compensate for potential bank fees.

- (v) 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.
- (vi) Employees employed prior to December 1994 will continue to be paid up to one week in advance.

#### 19. GRIEVANCE PROCEDURE

- (i) It is agreed that every endeavour will be made by the parties bound by this Agreement to amicably settle any grievance which may arise in the workplace by direct negotiation and consultation between the parties to this Agreement.
- (ii) Should a grievance or claim arise between the employer and any employee, the parties shall confer in good faith with a view to resolving the matter by conciliation in accordance with the following procedure:
  - Should any matter occur which gives cause for concern to an employee, the employee shall raise such matter with the responsible Line Manager.
  - If not then settled to the employee's satisfaction the employee shall draw such matter to the attention of the elected union delegate of that shift.
  - If still not satisfactorily settled, the union delegate shall approach the next level of Manager Flemington Distribution Centre.
  - The matter shall then be discussed between the employee, the employee's Line Manager, the elected union delegate and the Manager, Flemington Distribution Centre.
  - If the matter is still not resolved, the elected union delegate shall advise the appropriate union official as nominated by the State Secretary of the NUW. Discussions will then be held between the nominated representative of the Company and the appropriate Union official.
  - If the matter is still not settled, either party may refer it to the N.S.W. Industrial Relations Commission.

#### General

- (iii) During discussion 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.

#### 20. TERMS OF ENGAGEMENT

- (i) All employment will be on a weekly basis except casuals who shall be on an hourly basis.

- (ii) Employment of full-time and part-time employees in their first week will be on a day to day basis and can be terminated by either party.
- (iii) Employment of full-time and part-time employees during the first three (3) months of service shall be probationary and from day to day at the weekly rate, terminable by a weeks notice on either side but the Company shall indicate clearly to an employee at the time of engagement whether the employee is being engaged as a full-time or part-time employee.

#### **Formal Counselling Procedure**

- (iv) Employees other than probationary employees will be subject to a formal counselling procedure before termination can take place. This procedure being :-
- (v) First Counselling - explaining reasons with the union delegate present if so requested by the employee.
- (vi) Second Counselling - explaining reasons with a union delegate present if so requested by the employee.
- (vii) Dismissal - explaining reasons with the union delegate present if so requested by the employee.
- (viii) Written details will be kept of all meetings.
- (ix) A copy of the written details referred to in subclause (vii) will be forwarded to the employee and the Union Secretary in respect of employees who are members of the union.
- (x) In the case of misconduct justifying instant dismissal an employee may be instantly dismissed.

#### **21. SICK LEAVE**

All permanent full time employees will be entitled to 36 hours paid sick leave in the first year and 72 paid hours for each subsequent year, provided that:

- (i) A medical certificate is provided for a period of two consecutive working days or more.
- (ii) A medical certificate is provided for any amount of sick leave in excess of two independent days per calendar year.
- (iii) A medical certificate can be requested by the Company for any sick leave taken within the first three months of service for any employee.
- (iv) An employee who is absent without leave either preceding or following a Public Holiday or Rostered day off 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 or her absence was caused through personal injury or illness.

- (v) Unused sick leave will accrue from year to year subject to the conditions prescribed by this clause.

**22. LONG SERVICE LEAVE**

See *Long Service Leave Act 1955*, as amended.

**23. PARENTAL LEAVE**

See *Industrial Relations Act 1991*.

**24. COMPASSIONATE 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 grandparent, be entitled on notice to leave up to and 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 hours worked by the employee in three ordinary days work.
- (ii) 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.
- (iii) 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 he can demonstrate to his 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.
- (iv) For the purposes 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.

**25. FIRST AID OUTFIT & ALLOWANCE**

- (i) See *Occupational Health and Safety Act 1983*, as amended.
- (ii) In each place where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees, an efficient first-aid outfit.
- (iii) An employee, qualified to St. John Ambulance standard or equivalent appointed to act as the First Aid Attendant shall be paid an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances.

- (iv) 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.
- (v) A maximum of one qualified first aid attendant per shift per 25 employees on any one shift shall be appointed.

## 26. JURY SERVICE

- (i) An employee on weekly hiring shall be allowed leave of absence to attend for jury service during their ordinary hours, "or in the case of a night or afternoon shift employee employed under of this Agreement, the shift immediately preceding such attendance". The employee shall be reimbursed an amount equal to the difference between the amount paid in respect of the attendance for such jury service, and the amount of wages the employee would have received in respect of the ordinary time worked had the employee not been on jury service.
- (ii) An employee shall notify the employer as soon as possible of the date upon which the employer is required to attend for jury service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## 27. NOTICE BOARD

The employer shall permit a notice board 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 or boards formal union notices.

## 28. SUPERANNUATION

The Company will pay superannuation contributions, in accordance with government legislation, into the Coles Myer Employee Benefits Fund which is a complying fund under the Insurance and Superannuation Commission regulations.

## 29. GENERAL CONDITIONS

- (i) Each employee on the termination of their employment 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.
- (ii) Employees shall be provided with reasonable dining facilities, adequate washing and toilet facilities and a plentiful supply of hot water.

### 30. CONSULTATIVE COMMITTEE

An on site Consultative committee will be representative of management and staff. Training will be provided to ensure the effective utilisation of the committee for a range of issues including the identification and recommendation of further improvements to productivity and efficiency. The committee will be required to put forward complete recommendations and relevant information regarding the achievement of identified efficiencies, including suggested implementation procedures along with agreement from the majority of employees.

### 31. DISPLAY OF THE AGREEMENT

A copy of this Agreement will be displayed for the access of all employees.

### 32. UNION RECOGNITION AND MEMBERSHIP

- (i) For the duration of this Agreement, Coles Supermarkets Australia Pty. Ltd. recognises the National Union of Workers as being the union that shall have exclusive representation of all employees in related classifications who are covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.
- (ii) It is the policy of Coles Supermarkets Australia Pty. Ltd. that all its employees subject to this Agreement, shall be given the opportunity to join the National Union of Workers (N.S.W. Branch).
- (iii) Coles Supermarkets Australia Pty. Ltd. undertakes upon authorisation to deduct Union membership dues, as levied by the National Union of Workers (N.S.W. Branch) in accordance with its rules, from the pay of employees who are members of the National Union of Workers (N.S.W. Branch). Such monies collected will be forwarded to the National Union of Workers (N.S.W. Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.

## PART B

### MONETARY RATES

Adult basic wage: \$121.40 per week.

#### TABLE 1 - WAGES

Classification	As at 23 October 1995
Grade 1	\$516.06
Grade 2	\$516.06
Grade 3	\$527.91
Grade 4	\$557.31



TABLE 2 - OTHER RATES AND ALLOWANCES

Item No.	Clause No.	Description	As at 23 October 1995
1	11	Meal Allowance	\$ 7.48
2	25	First Aid Allowance	\$12.43 per week

This Agreement was not entered into under duress.

Signed for and on behalf of The National Union of Workers', New South Wales Branch in accordance with its Rules.

Signed *Frank Belan*  
 Name and Occupation FRANK BELAN - STATE SECRETARY  
 Witness *[Signature]*  
 Date 18 December 1995

The Common Seal of Coles Supermarkets  
 (Australia) Pty Limited  
 ACN 004 189 708  
 was hereunto affixed in accordance  
 with its Articles of Association:



DIRECTOR: *[Signature]*  
 X SECRETARY: *[Signature]*