

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/72

**TITLE: Coles Myer Logistics Pty Ltd trading as Supply Chain
Regents Park Warehouse and Distribution Agreement 2004-2006**

I.R.C. NO: IRC4/7409

DATE APPROVED/COMMENCEMENT: 3 March 2005 / 19 October 2004

TERM: 22

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/76.

GAZETTAL REFERENCE: 8 April 2005

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Coles Myer Logistics Pty Ltd trading as Supply Chain, at its Regents Park operation, who fall within the coverage of the Storemen and Packers Bond and Free Stores (State) Award.

PARTIES: Coles Myer Logistics Pty Ltd trading as Supply Chain -&- the National Union of Workers, New South Wales Branch

COLES MYER LOGISTICS PTY LTD TRADING AS SUPPLY CHAIN REGENTS PARK WAREHOUSE AND DISTRIBUTION AGREEMENT 2004 - 2006

1. Title

This agreement shall be referred to as the Coles Myer Logistics Pty Ltd trading as Supply Chain Regents Park Warehouse and Distribution Agreement 2004 - 2006.

2. Arrangement

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3. Application of Agreement

The Parties to this agreement are Coles Myer Logistics Pty Ltd trading as Supply Chain ("the Company") and the National Union of Workers - NSW Branch ("the Union").

The agreement shall apply to employees of the Company at its Regents Park operation working within the scope of the Storeman and Packers Bond and Free Stores (State) Award, as varied, for the life of this Agreement. This Agreement shall apply to all employees engaged during the life of the agreement.

4. Operation of Agreement

This Agreement shall operate on or after the date of signature by both parties, and shall remain in force until 31st August 2006. Payments in accordance with the terms of this agreement will be implemented on or after the first pay period from the 31st August 2004.

5. Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers Bond and Free Stores (State) Award, as varied, provided that where there is any inconsistency between this Agreement and the parent Award this Agreement shall prevail.

6. Not to Be Used as a Precedent

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or operation of Coles Myer Supply Chain Pty Ltd.

7. No Extra Claims

There shall be no further claims by either party during the life of this Agreement.

8. Consultative Committee

A Consultative Committee of a least two (2) employee representatives will be established.

The Committee shall meet not less than once per quarter to identify and review performance indicators for each work area and to suggest improvements in the workplace and to improve efficiency and productivity.

9. Labour Flexibility

For the purpose of increasing productivity and flexibility as well as enhancing career opportunities for employees, multi-skilling will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. Employees have agreed to perform a wider range of tasks and participate in additional training.

1. Employees will perform such work as is lawfully required by the Company and will accept instruction and direction from authorised personnel.
2. Employees will take all reasonable steps to ensure safety, quality, accuracy and timely completion of assigned tasks.
3. Employees will not unreasonably oppose or enforce any limitation on Supervisors utilising company equipment in emergency situations, provided that appropriate consultation will occur, wherever possible, in relation to such use.

10. Rates of Pay

10.1 The following rates shall apply from the start of this agreement.

Class	Present Rate	Increase on Date of Agreement \$28 flat rate	Increase on 31/8/2005 \$28 flat rate
Storeperson	\$703.46	\$731.46	\$759.46
Leading Hand	\$763.93	\$791.93	\$819.93
Team Leaders	\$789.94	\$817.94	\$845.94

- 10.2 The base rates above are inclusive of the "pick allowance" and the "computer allowance". The parties agree that there will be no future claims of skills allowances to be paid to reach truck operators and/or pickers.
- 10.3 Employees covered by this Agreement use their best endeavours to work co-operatively with management towards improving productivity and flexibility in the workplace.
- 10.4 Casuals employed through labour agencies will be paid as per the terms of this agreement.

Casuals who are employed on a regular and continuous basis of 38 hours per week for a period of six (6) months shall be offered full time employment directly with the Company.

Casuals who are employed on a regular and continuous basis for less than 38 hours per week will have their status reviewed subject to business requirements every 6 months.

10.5 Allowances:

First Aid Allowance will be \$12.91 per week and will increase in line with base rate.

Meal Allowances shall be paid as per the Storeman and Packers Bond and Free Stores (State) Award.

No other allowances shall apply.

11. Matters Agreed Between the Parties

HOURS OF WORK

- (a) Ordinary hours shall be worked on Monday to Friday. Meal breaks may be staggered to allow continuity of work.
- (b) Provided that the night shift workers ordinary hours shall commence at 9:00pm Sunday evening.
- (c) The span of ordinary hours shall be between 6.00 am to 6.00 pm or as otherwise agreed to. Employees who commence work at 6.00 am or earlier are entitled to a paid meal break within the 8 hours. Individuals may by agreement commence ordinary hours at 5am.
- (d) Employees who are smokers will be required to confine their habit to designated areas during Company recognised rest breaks ie; meal breaks and morning tea. Smoke breaks at other times shall only be upon approval of the supervisor and shall not disrupt work. Employees taking smoke breaks at other times shall be counselled by the Company and may be subject to deductions of pay for the time away from the job. The terms of this provision shall apply to all employees of Brambles Distribution at Regents Park.

12. Leave and RDO Provisions

12.1 Annual Leave

The parties agree that due to peak work demands such leave should not be applied for during the period November to January.

Provided that in circumstances of genuine need the Company will not unreasonably oppose an application for leave during the above period.

12.2 Bereavement Leave

Bereavement Leave entitlements will be in accordance with the Award however, will be 3 days for immediate family (as defined) and 5 days if travel to an overseas destination is required.

12.3 SICK LEAVE

Sick leave will accrue in accordance with the provisions of the Award.

Employees may elect to have sick leave accruals in excess of 10 days paid out annually from the 31 /8/2004. A minimum of 10 days accrued sick leave is to be reached and maintained for any payment to be made in lieu of the portion of the leave entitlement.

It is agreed that under no circumstances will employees be able to take any other forms of leave to offset unpaid leave taken when sick leave accrual is exhausted.

12.4 RDO'S

Employees may elect to "cash in" accrued RDO'S provided that:

Payment shall be made at the employee's ordinary rate of pay.

A minimum of 1 days at the time can be cashed in.

Payment will only be made in lieu of fully accrued days.

Remaining RDO'S are to be taken at a time mutually agreed with management, in accordance with the operating requirements of the business.

13. Technology

- 13.1 The company may introduce new technology and/or upgrade existing technology as and when appropriate.
- 13.2 Where such technology impacts on the day to day activities of employees covered by this Agreement implementation shall be preceded by consultation and supported by training.
- 13.3 The wage rates in this Agreement are in consideration of all the technology which may be introduced during its life including bar coding, use of computers, radio frequency equipment etc.

14. Training

For the purpose of conducting training in operational or OH&S issues, employees may be required to attend such training outside of ordinary hours. Attendance will be by mutual agreement and payments shall be at ordinary rates.

15. Payment of Wages

Wages shall be paid weekly by means of Electronic Funds Transfer to an approved financial institution and account nominated by the employee. If and when an employees wages are not in the bank due to banking error at no fault of the employees the Company will provide employees weekly wages in cash.

In the event that an employee's weekly wages are paid incorrectly by the Company through no fault of their own, the Company agrees to cover any shortfall in wages with cash payments by Friday of that week.

16. Security Procedures

The parties recognise the need to contain product losses and a consultative approach will be adopted where any future measures are introduced.

To minimise losses it is agreed:-

- 16.1 Security cameras will be installed by the company to improve security within the workplace. The purpose of these measures is to improve internal security and is not designed as a general measure to monitor workplace / employee performance.
- 16.2 Employees shall cooperate to submit to bag and car searches, when required, provided that upon request of the employee, the searches shall be undertaken in the presence of a Manager and the Union delegate in the event of a dispute. In the event where delegates are not available employees may nominate a witness to be present.

17. No Duress

The parties involved in the discussions which have led to this Agreement include Employee Representatives, officials of the National Union of Workers (N.S.W Branch) and management representatives of the Company. The agreement has been freely entered into by all parties, without duress.

18. Settlement of Disputes

- (a) The following procedure shall apply in the event of an industrial issue arising:-

- (i) The matter first will be discussed between the employee and his immediate supervisor. At the employees option his delegate may also be present.
- (ii) If not settled or an agreed course of action is not found within 24 hours, the matter shall be submitted by the duly elected delegate to the Operations Manager. At any point in these discussions the delegate or Operations Manager may seek the involvement of the Distribution Centre Manager.
- (iii) The aim of this procedure is to resolve all workplace issues as quickly as possible and as close to the source of the issue as possible. If, however, a matter is not resolved or an agreed course of action is not found then the procedure will move to step (iv).
- (iv) If not settled, the delegate shall seek the assistance of the State Secretary of the Union or nominated representative and the Distribution Centre Manager may seek to involve the HR Advisory Service in this matter.
- (v) 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.
- (vi) At any time in the above procedure either party may refer the matter to the New South Wales Industrial Relation Commission for its assistance.

19. Union Recognition and Membership

The Company recognises the National Union of Workers, NSW (NUW) as being the union that shall have representation of the employees working within the scope of the Storeman and Packers Bond and Free Stores (State) Award who are covered by this Agreement. The Company will not discourage new employees from becoming financial members of the NUW.

The parties agree to observe the right of entry provisions under the Industrial Relations Act 1996 (NSW), as amended. The Company further agrees that an authorised NUW officer may enter the Company's premises at a mutually agreed time subject to reasonable notification.

20. Signatures of the Parties to This Agreement

<p>Signed for and on behalf of the National Union of Workers New South Wales Branch</p> <p>Secretary/Treasurer</p> <p>Print Name:</p> <p>Date:</p> <p>Witness</p> <p>Date:</p>	<p>Signed for and on behalf of Coles Myer Logistics Trading Pty Ltd as Supply Chain Regents Park Distribution Centre</p> <p>Manager</p> <p>Print Name: Peter Hedger</p> <p>Date:</p> <p>Witness</p> <p>Date:</p>
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