

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LJ - Agreement with organisations of employees (Division 2)

Coles Myer Logistics Pty Ltd

and

National Union of Workers

and

Australian Municipal, Administrative, Clerical and Services Union
(AG2005/2803)

DOHERTY'S ROAD DISTRIBUTION CENTRE ENTERPRISE AGREEMENT 2004

Storage services

COMMISSIONER WHELAN

MELBOURNE, 28 JANUARY 2005

PREAMBLE

This application was heard by the Commission in Melbourne on 25 January 2005. The application was lodged out of time, however, pursuant to section 111(1)(r) of the Workplace Relations Act 1996 I have extended the time of lodgement to allow the agreement to be certified on the day. On the basis of the statutory declarations filed by the parties to the agreement and the submissions made at the hearing, I am satisfied that the relevant requirements of the Act and Rules have been met.

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 25 January 2005 and shall remain in force until 31 July 2007.

BY THE COMMISSION

COMMISSIONER

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DOHERTY'S RD
DISTRIBUTION
CENTRE

ENTERPRISE AGREEMENT

2004

PART ONE - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Doherty's Rd Distribution Centre Enterprise Agreement 2004.

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3. PARTIES BOUND

This Agreement shall be binding on Coles Myer Logistics, The National Union of Workers (Victorian Branch) and the Australian Services Union (Victorian Branch), their officers and members in respect of employees whether members of the Union(s) or not, employed by Coles Myer Logistics in the classifications specified in clause 14 and 14 at the Distribution Centre located at Doherty's Road, Altona.

4. PERIOD OF OPERATION

This Agreement shall operate from the date of certification for a period of 3 years and shall remain in force until 31 July 2007.
The parties agree to commence negotiations for a new collective agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement.
Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions shall

continue to be observed for all employees by the parties.

5. OBJECTIVES OF THE AGREEMENT

The parties agree that the aim of this Agreement is to support the improved business viability and long term employment security of all employees at the Doherty's Road Distribution Centre.

The key objectives of the parties to this Agreement are:

- (a) The provision of a safe and secure work environment with the parties working jointly to ensure we continuously improve site safe working practices
- (b) To work together to achieve delivery targets by delivering product in full, on time, with a high degree of customer communication leading to brand satisfaction;
- (c) collaborative employee, union and management working relationships, that include consultation and appropriate and consistent communication;
- (d) working together to improve employee morale and job satisfaction;
- (e) to provide employees with the opportunity for work /life balance that is practicable.

These objectives will be achieved through:

- (i) the provisions of this agreement;
- (ii) the ongoing work of a Joint Consultative Committee in overseeing the implementation of agreed workplace improvements; and
- (iii) the ongoing support for the principles of the interest based problem solving approach and its use by a Joint Consultative Committee.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers (Retail Warehouses: Victoria) Award 1981 (as at 31 December 1997) (the "Award"). Where there is any inconsistency between a clause in this Agreement and a clause in the Award this Agreement shall take precedence to the extent of the inconsistency, provided that the Award shall not form part of this agreement.

7. NO EXTRA CLAIMS

It is agreed by the parties that for the duration of this agreement;

- (a) the employees and the Union will not pursue any extra wage claims, whether award or over award;
- (b) the employees, the union and the employer will not seek any changes to conditions of employment;
- (c) the agreement will cover all matters or claims regarding the employment of the employee, which could otherwise be the subject of protected actions pursuant to S170ML of the Workplace Relations Act 1996; and
- (d) neither the employees, nor any party to this agreement will engage in Industrial action including protected action to which S170ML of the Workplace Relations Act 1996 could otherwise apply or any industrial action generally.
- (e) For the sake of clarification, this clause is not intended to limit the ability of the company to decide to make changes (whether structural or otherwise) in accordance with the provisions of the agreement.

8. PRE-EXISTING PRACTICES

Unless specified in this Agreement nothing shall prohibit the Company utilising pre-existing practices in the organising of work in the Distribution Centres covered by this agreement provided that such practices are in accordance with the Storemen and Packers (Retail Warehouses: Victoria) Award 1981, and/or have been provided for in previous Agreements between the parties. Unless specified in this agreement nothing shall prevent or prohibit the Union and its members from maintaining their rights in relation to pre-existing practices in the organising of work at the places of work covered by this Agreement.

9. INTRODUCTION OF CHANGE

Where Doherty's Rd Distribution Centre has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the relevant union

"Significant effects" include the termination of employment, major changes in the composition, operation or size of the Doherty's Rd Distribution Centre workforce or in the skills required; provided that where the Award or this Agreement makes provision for alteration of any matters referred to herein an alteration shall be deemed not to have significant effect.

The employer shall discuss with the employees affected and the relevant Union "inter alia" the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant Union in relation to changes

The discussion shall commence as early as practicable after a definite decision has been made by the employer to make changes that have significant effects.

For the purposes of such discussion, the Doherty's Rd Distribution Centre shall provide information in writing where the information is available, to the employees concerned upon request via the relevant Union about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees.

PART TWO - DISPUTE RESOLUTION

10. DISPUTES RESOLUTION

(i) The parties to this Agreement shall observe the dispute resolution procedures as set out below.

(ii) It is agreed that every endeavour will be made to amicably settle any grievance that may arise in the Distribution Centre by direct negotiation and consultation between the parties to this Agreement. The parties to the Agreement recognise the importance of uninterrupted service to customers and agree that their appropriate representatives shall confer to resolve any industrial matter in dispute between them. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

(iii) It is recognised that issues affecting employees should be resolved rapidly, fairly and effectively and it is intended that most issues will be resolved informally between the employee and the immediate line manager. To facilitate the settlement of such grievance, the following channel of communication shall apply:

(a) In the event of any employee having a grievance they shall discuss the matter with their Team manager. The Team manager will endeavour to resolve the matter and

will respond to the employee's grievance as soon as possible. Unless there are exceptional circumstances this should generally be within 24 hours.

(b) If the matter is not resolved at this level the Team manager and employee (accompanied by the accredited representative of their Union or another representative of their choice if they so wish) will refer the grievance to the Shift manager.

(c) Should the matter remain unresolved the employee (accompanied by the accredited representative of their Union or another representative of their choice if they so wish) and the Team manager will refer the case to the Operations Manager then the Distribution Centre Manager

(d) If the matter in dispute is still not settled, the grievance shall be referred by the parties to the Australian Industrial Relations Commission for settlement by conciliation. If the grievance is not settled by conciliation, the parties shall accept the Commission's arbitrated decision.

(e) It is further agreed that the status quo shall remain and work shall continue until the dispute is resolved. For the purposes of this clause, "status quo" means the conditions that applied immediately before the grievance arose.

(f) Notwithstanding anything contained in the Clause, no party's right of appeal shall be said or implied to be negated.

PART THREE - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

11. EMPLOYMENT CATEGORIES

11.1 Terms of Engagement

An employee is to be engaged as a full-time, part-time, limited tenure or casual employee.

The Company may direct an employee to carry out duties within the limits of that employee's skill, competence and training.

(a) Employment of weekly and part-time employees during the first three months of service shall be probationary and shall be from day to day at the pro-rata weekly rate. During the probationary period, employment shall be terminable by a day's notice on either side.

(b) Subject to Sub-Clause (a), (c) and (d), employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of one week's wages.

(c) Notwithstanding any provisions of this clause, the Company shall have the right to dismiss an employee without notice for misconduct or refusing duty.

(d) Employment of casuals shall be from hour to hour at the pro-rata weekly rate. It shall be terminable by a day's notice on either side.

11.2 Full-time Employment

A full-time employee is one engaged by the week and paid by the week (or fortnight as per Clause 22).

11.3 Part-time Employees

(i) A part-time employee may be engaged to work a minimum of 48 hours to a maximum of

140 hours in a four week cycle or a minimum of 60 hours to a maximum of 175 hours over a five week cycle (as applicable), provided that the minimum number of hours worked over the cycle is equal to or greater than the employees averaged contract hours.

(ii) The minimum engagement period for a part-time employee shall be 5 hours.

(iii) A part-time employee may be offered additional hours of work with or without notice provided that a part-time employee shall not work more than an average of 35 hours in any week averaged over the roster cycle.

(iv) Where a part-time employee agrees to work hours in addition to contract hours (up to 35 hours in any week) the employee shall receive the ordinary time rate of pay for additional hours (provided such additional hours are within the spread of hours).

(v) The Company shall provide 7 days notice of an opportunity to work additional hours or less notice by mutual agreement.

(vi) As far as practicable, hours of part-time employees shall be spread evenly except as provided for in (i) and (iii) above.

(vii) A part-time employee may elect not to work additional hours as provided for in (iii) above.

(viii) The Company, when seeking to appoint part-time positions, will offer to full-time employees in the first instance and then to existing Company casual employees. Where a full-time employee elects to revert to a part-time position he or she shall have preference of any available full-time position in the event the employee wishes to revert to full-time employment, subject to skill requirements.

11.4 Tenured Employment

(i) The Company may, in peak periods, engage full-time or part-time tenured employees for the purposes of this Clause:

(a) A full-time tenured employee is an employee who works an average of 36 hours per week over a roster cycle, and who receives all conditions as applicable to full-time employees for the duration of the tenure.

(b) A "part-time tenured employee" means an employee who works no less than 16 and no more than 25 ordinary hours per week. A part time tenured employee is engaged for a specified period of time consistent with the provisions of this Agreement, and not less than 4 hours and not more than 8 hours (ordinary hours) per day.

(ii) Part-Time Tenure

(a) Part-time Work Roster

Part time tenured employees shall be rostered to work regular hours on regular days in accordance with the Agreement provisions for permanent employees. The roster shall be established with the agreement of the employee. Changes to the roster shall only be made following consultation with the agreement of the employee and shall require one week's notice in advance. A Part time tenured employee's rostered hours shall be as per the agreed spread of hours.

(b) Rate of Pay

A part-time tenured employee shall be paid an hourly rate for the appropriate classification in the Agreement. This hourly rate will be the weekly rate divided by 36. The minimum payment per day will be 4 hours.

(c) All other terms and conditions of employment for part-time tenured employees will be as for part-time permanent employees.

(iii) Conditions of Engagement - Tenured Employees

Tenured employees will be engaged in accordance with the following principles:

- (a) Periods of tenured employment may be from 8 weeks to six months,
- (c) Tenured employees are only to be engaged during peak times or to meet unforeseen operational requirements.
- (d) Preference for tenured employment shall be given first to current part-time permanent employees and then to current casual employees, subject to the availability of appropriate skill. Permanent part-time employees who convert to tenured employment shall maintain the status of permanent part-time. Upon the expiration of tenured employment, nothing shall prevent the employee returning to the casual pool.
- (e) Within the limits expressed in (a) and (b) above, tenures may be extended by a minimum of whole months.
- (f) Three weeks notice shall be given of the extension of any tenure.
- (g) If a tenured employee is no longer required prior to the expiration of his or her tenure, that employee shall be paid as if he or she continued to work until the expiration of the tenure.
- (h) Upon expiration of the tenure, the following payments shall be made to the employee.
 - three weeks notice or payment in lieu of notice
 - payment of all accumulated annual leave and annual leave loading
 - upon expiration of the tenure the Company will attempt to place in full-time employment those tenured employees who so request.

(iv) Company Preference for Permanent Employment

The Company records its preference to maximise the use of flexible part-time employment provisions included in this Agreement prior to the offering of tenured positions. However, the Company reserves its right to offer tenured positions to part-time and/or casual employees as business needs dictate. (a) In the event that insufficient numbers of casual (and/or part-time) employees take up tenured positions, and additional workload is unable to be accommodated by the provision of additional hours to part-time employees, the Company will source suitable applicants for tenured positions through other means. Where this is considered necessary, the Company will consult with the Union to endeavour to negotiate mutually satisfactory arrangements.

(b) Nothing in this Agreement shall prohibit the Company from seeking to engage additional labour (through agencies or other means) to cope with unforeseen or excessive workload. Notwithstanding this, the Company records its intention that the use of "agency casual" employees shall be a last resort to cope with excessive workload periods, and further the Company commits to consult with the NUW prior to the engagements of agency casuals.

11.5 Casual Employment

A casual employee whether employed directly by Coles Myer or not, shall be guaranteed not less than four hours engagement every start and shall not work more than 8 hours a day or in excess of 36 hours in a week. Casuals shall be paid at the ordinary wage rate with an addition of thirty three and one third per cent, inclusive.

11.6 Review of Employee manning levels

The company, in consultation with employee representatives, will review permanent manning levels in June and December of each calendar year, or at another time by request of the employee representatives.

This review will be conducted with a view to increasing permanent manning levels where there is an operational basis to do so. If the review indicates an ongoing,

permanent requirement for an increase in permanent positions, those positions will be advertised in accordance with the site job vacancy procedures.

Where all other things are equal, the Company shall offer permanent positions to existing part time and casual applicants over another applicant of the same merit, in the following order;

1. permanent part time employees to full time positions
2. long term site casuals
3. other casual employees

The company undertakes to discuss with the site employee delegates any concerns relating to the utilisation of casual employees.

11.7 Termination of Employment

a. The Company may terminate an employee's employment by giving notice to the employee in accordance with the following:

b. Period of continuous service Period of Notice

Less than 1 year 1 week
1 year but less than 3 years 2 weeks
3 years but less than 5 years 3 weeks
5 years and over 4 weeks

c. In addition to the above, if an employee has more than 2 years continuous service and is over 45 years old, they shall receive a further weeks' notice.

d. In lieu of the notice period provided by the Company, the Company will pay the equivalent number of weeks wages to the employee.

e. The employee may terminate his/her employment by providing one week's notice to the Company. Notice of termination may be disregarded by mutual consent of both the Company and the Employee.

f. In the case of summary dismissal by the Company, notice will not apply. Summary dismissal is defined as dismissal for serious and/or wilful misconduct or serious breach of company policy.

12. STAND DOWN OF EMPLOYEES

The Company may stand down an employee without pay if the employee cannot usefully be employed by reason of any strike, breakdown of machinery or other cause for which the Company cannot reasonably be held responsible. Where practicable, the Company shall give 24 hours' notice of stand down, and notify the Union prior to the commencement of the stand down.

13. CONVERSION OF EMPLOYMENT

Nothing contained in this Agreement shall prevent an existing full-time employee converting their employment to part-time status on the following basis:

(a) Conversion to part-time employment shall be done by employee request and with the consent of the Company.

(b) An employee who converts from full-time to part-time work shall have all accrued entitlements and benefits maintained and their employment shall be deemed to be continuous.

(c) A full-time employee who converts to part-time work may revert to full-time

employment on a specified future date, subject to availability and skill requirements, by agreement with the Company and recorded in writing.

14. CLASSIFICATION STRUCTURE

The following classification structures shall apply: 14.1 Storeworker

GRADE 1

A Storeworker Grade 1 is a new employee who is prepared to undergo a 12-month training program in all facets of the Distribution Centre's operations. Part-time and casual employees are required to complete the full time equivalent hours as for a 12-month period. The training period may include the following:

- An employee on commencement will be in training for 12 months.
- An Orientation/Induction Period.
- On the job training of functions within Distribution Centres.
- Working in conjunction with an experienced employee and under Supervision.

On the job training tasks may include

- Computer Systems: Basic VDU/Computer Device Operations/Enter, retrieve, identify and access information/Menu Options
- Able to count, mark and check merchandise
- Allocating and retrieving goods from warehouse area
- Periodic housekeeping and stock checks
- Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations
- Preparation and receipt of appropriate documentation
- Unloading and loading of vehicles including trucks, containers, etc
- Basic furniture assembly work

Upon completion of the 12 month (or full-time equivalent for part-time and casual employees) training program, employees will be promoted to Storeworker Grade 2.

GRADE 2

A Storeworker Grade 2 is an employee who has reached the level of proficiency in all Storeworker Grade 1 skills and responsibilities and who has completed the 12-month training period.

A Storeworker Grade 2 will:

- Perform to the level of their training for this level including appropriate certification
- Be responsible for the quality of their own work subject to routine supervision
- Work under routine supervision either individually or in a team environment
- Exercise discretion within their level of skills and training
- Check, sort process and collect documentation

On the job training tasks may include

- Computer systems: Basic VDU/Computer Device Operation/Enter, retrieve, identify, access, extract information/Menu options
- Able to count mark, and check merchandise
- Allocating and retrieving goods from warehouse area
- Periodic housekeeping and stock checks
- Storing and packing of goods and materials in accordance with appropriate procedures and/or regulations
- Preparation and receipt of appropriate documentation
- Checking, sorting, processing and collating documentation
- Unloading and loading of vehicles including trucks, containers, etc
- Full range of furniture assembly, basic fabrication work

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 3

A Storeworker Grade 3 must have achieved and maintained a satisfactory performance standard in all skills required at Storeworker Grade 1 and 2. An employee appointed to Storeworker Grade 3 may be required to:

- Work above the skill level of an employee at Grade 2
- Work from complex instructions and procedures and exercise discretion within the limit of their skills
- Co-ordinate work in a team environment or work individually under general supervision
- Be Responsible for the quality of their own work

On the job training tasks may include

- All the duties associated with a Storeworker Grade 1 and 2
- Inventory and Store Control of merchandise
- Licensed operation of all appropriate materials handling equipment including forklifts, order picker etc
- Use of tools and equipment within the scope of basic non trades maintenance
- Computer Systems: Create, maintain and generate simple reports/query, manipulate and modify fields of information/use of software application package(s)
- Use of measuring equipment and scales
- General reconciliation functions

Promotional Criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 4

A Storeworker Grade 4 must have achieved and maintained a satisfactory performance standard in all skills required at Storeworker Grade 1, 2 and 3. An employee appointed to Storeworker Grade 4 may be required to:

- Perform work above and beyond the skills level of an employee at Storeworker Grade 1, 2 & 3
- May perform work requiring minimal supervision either individually or in a team environment and can exercise discretion and judgement within their range of skills
- Be Responsible for the quality of their own work and the work of others

On the job training tasks may include

- All duties as per a Storeworker Grade 1, 2 and 3
- Training and developing staff, resolving operational problems
- Operation and co-ordination of all materials handling equipment under licence
- Development and refinement of stores layout, including proper location of goods and their receipt and despatch.
- Computer Systems: Maintenance and monitoring system: applying knowledge of intermediate functions
- Able to act upon most internal/external enquiries
- Monitoring coordinating, guiding staff on issues of health and safety
- Fully qualified trades person

Promotional Criteria

An employee remains at this level until they are capable of effectively performing

through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 5

A Storeworker Grade 5 must have achieved and maintained a satisfactory performance standard in all skills required at all preceding Storeworker Grades.

An employee appointed to Storeworker Grade 5 may be required to:

- Perform work above and beyond the skill level of an employee at Storeworker Grade 1, 2, 3 & 4 including gaining appropriate certification of qualifications
- Plan and schedule work under workloads to meet objectives of unit
- Implement quality control techniques and procedures

On the job training tasks may include

- All duties as per previous Grades
- Detailing and coordinating activities of other workers including outside own unit
- Liaising with Management, suppliers and Customers in respect to Stores operation
- Maintaining control registers including inventory control and being responsible for the preparation and reconciliation of regular reports on stock movement, despatches etc
- Sound knowledge of the Company's operations as it relates to the warehouse or large section of the warehouse
- Use high levels of interpersonal skills to represent management as required at meetings/functions
- Total trades supervision and guidance where applicable

14.2 Clerical employees

GRADE 1

A Clerical Employee Grade 1 is a new employee who is prepared to undergo a twelvemonth training program in all facets of the Distribution Centre's operations. Part-time and casual employees are required to complete the full equivalent hours as for a 12 month period.

1) Employees in this grade perform and are accountable for clerical and office tasks as directed within the skill levels set out. They work within established routines, methods and procedures. Supervision is direct.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below:

Employees may be required to train other employees in the skills of their own grade by means of personal instruction and demonstration.

2) MACHINE OPERATION - Skill Level 1

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

3) INFORMATION HANDLING SKILLS - Skill Level 1

Receive, sort, open, distribute incoming mail, process-outgoing mail, receive incoming and dispatch courier mail, deliver messages and documents to appropriate persons/locations.

Prepare and collate documents.

Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

4) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 1

Acquire and apply a limited knowledge of office procedures and requirements.

Upon completion of the 12 month (or full-time equivalent for part-time and casual employees) training program, employees will be promoted to Clerical Employee Grade 2.

GRADE 2

A Clerical Employee Grade 2 is an employee who has reached the level of proficiency in all Clerical Grade 1 skills and responsibilities and who has completed the 12 month training program.

1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 1. They are responsible and accountable for their own work which is performed within established routines, methods and procedures.

Supervision is routine.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below:

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

2) (i) MACHINE OPERATION - Skill Level 2

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator,

(ii) COMPUTER - Skill Level 1

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal,

(iii) KEYBOARD TYPING - Skill Level 1

Copy type at 25 words per minute with 98% accuracy.

3) INFORMATION HANDLING SKILLS - Skill Level 2 Maintain mail register and records. Maintain established paper-based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations. Transcribe information into records, complete forms, take telephone messages.

4) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 2

Acquire and apply a working knowledge of office or sectional operating procedures and requirements.

Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with inquiries at first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect inquiries, greet visitors.

5) BUSINESS/FINANCIAL SKILLS - Skill Level 1 Keep appropriate records.

Sort, process and record original source financial documents (eg. invoices, cheques, correspondence) on a daily basis; maintain record petty cash; prepare bank deposits and withdrawals and do banking. Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 3

A Clerical Employee Grade 3 must have achieved and maintained a satisfactory performance standard in all skills required at Clerical Grade 1 and 2.

1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 2.

They are responsible and accountable for their own work which is performed within established guidelines, they exercise limited discretion within the range of their skill and knowledge. Supervision is general. Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below. Employees may be required to train other employees in the skills of their own grade below by means of personal instruction and demonstration.

2) (i) MACHINE OPERATION - Skill Level 3

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

(ii) KEYBOARD TYPING - Skill Level 2

Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

(iii) COMPUTER - Skill Level 2

Use one or more software application package (s) developed for a micro/personal computer to operate and populate a database. spreadsheet/worksheet to achieve a desired result, graph previously prepared spreadsheet; use simple menu utilities of personal computer. Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports. Use a central computer resource to an equivalent standard.

(iv) WORD PROCESSING - Skill Level 1

Use one or more software packages to create, format, edit, proof read, spell check, correct, print and save text documents, eg. standard correspondence and business documents.

Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

3) SECRETARIAL - Skill Level 1

Take shorthand notes at 70 words per minute and transcribe with 95% accuracy. Arrange travel bookings and itineraries, make appointments, screen telephone calls, follow visitor protocol procedures, establish telephone contact on behalf of executive.

4) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 3

Apply a working knowledge of the organisations products/services, functions, locations and clients. Respond to and act upon most internal/external inquiries in own function area.

5) INFORMATION HANDLING SKILLS - Skill Level 3

Use and maintain a computer-based record management system to identify, access and extract information from internal sources. Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

6) BUSINESS/FINANCIAL SKILLS - Skill Level 2

Maintain financial records and journals collect and prepare time and wages records; prepare accounts payable for authorisation; respond to simple account queries from

debtors; post transactions to ledger.

7) Employees holding a certificate of Office and Secretarial Studies (TAFE) or accredited equivalent and who are required to use skills and perform tasks within the range of skills in Grade 3 shall be graded at Grade 3 or above.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 4

A Clerical Employee Grade 4 must have achieved and maintained a satisfactory performance standard in all skills required at Clerical Grade 1, 2 and 3.

1) Employees in this grade perform clerical and office tasks using a more extensive range of skills and knowledge at a level higher than required in Grade 3. They are responsible and accountable for their own work and exercise discretion and initiative in the organisation of work within prescribed limits. Supervision is limited.

Employees shall be graded at this level where the principal functions of their employment, as determined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

2) (i) KEYBOARD TYPING - Skill Level 3

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face; produce documents requiring specified form or to comply with regulations or standards.

(ii) COMPUTER - Skill Level 3

Apply knowledge on intermediate functions to manipulate data, ie. modify fields of information, develop new basic databases or spreadsheet models: spreadsheet perform reconciliation, (iii) WORD PROCESSING - Skill Level 2

Use one or more software packages to apply advanced functions such as text columns, money columns, tables, eg. to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

3) SECRETARIAL - Skill Level 2

Take shorthand notes at 100 words per minute and transcribe at 95% accuracy, manage executive appointments; respond to invitations; organise internal meetings on behalf of executive; establish and maintain reference list/personal contact systems for executives.

4) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 4

Provide detailed advice and information on the organisation's products and services; respond to client/public/supplier and internal organisation inquiries, within own function area, using such techniques as personal interview and liaison; explain organisation's viewpoint to clients and appropriate persons; using knowledge of internal/external regulatory requirements related to own function area.

Acquire and use specialist vocabulary, ie. technical/medical/legal within the scope of this grade.

5) INFORMATION HANDLING SKILLS - Skill Level 4

Create new forms of files and records as required using computer-based records systems; eg. customer / client / supplier and subscription lists. Access, identify and extract information as required from external sources eg. databases, libraries, local authorities.

6) BUSINESS/FINANCIAL SKILLS - Skill Level 3

Prepare cash payment summaries and banking reports; apply purchasing and inventory control requirements; reconcile debtors, creditors and general ledger accounts to balance; follow up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes; calculate wage and salary requirements including tax, Superannuation and other deductions and transfer payments for authorisation; calculate stock valuations; prepare bank reconciliations; calculate costings using established formulae for all inputs and margins.

7) SUPERVISORY - Skill Level 1

Allocate work tasks to individuals, check work progress and correct errors.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 5

A Clerical Employee Grade 5 must have achieved and maintained a satisfactory performance standard in all skills required at all preceding Clerical Grades.

1) Employees in this grade perform clerical administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 4. They are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is minimal. Employees shall be graded at this level where the principal functions of their employment as determined by the employer, require the exercise of any one or more of the skill levels numbered set out below. Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

2) (i) COMPUTER - Skill Level 4

Use a variety of application software packages within a micro/personal computer network including importing data from one package to another. Evaluate usefulness or applicability of software programs (using existing software programs) and recommend preferred solutions to meet new or different application requirements.

Use advanced spreadsheet functions (eg. Macro functions etc.) to enhance operation of the spreadsheet.

Use a central computer resource to an equivalent standard, (ii) WORD PROCESSING - Skill Level 3

Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents.

Apply knowledge of desktop publishing to integrate complex documents. Apply advanced functions including Macro's, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets. Apply complex math functions.

3) SECRETARIAL - Skill Level 3

Take shorthand notes at 120 words per minute and transcribe at 95% accuracy, attend executive/organisational meetings and take minutes, answer executive correspondence from verbal or rough handwritten instructions, organise teleconferences.

4) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 5

Apply detailed knowledge of the industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies.

Indicative Specialist Skills include:

Apply detailed knowledge of customs law and regulations to overseas sales and ordering.

Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing.

Applied detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, Superannuation requirements.

5) INFORMATION HANDLING SKILLS - Skill Level 5

Develop, plan and implement new paper based/manual filing records systems for the enterprise; assist in separate undertaking research (locate/solicit, summarise/extract and interpret information) related to function areas.

6) BUSINESS/FINANCIAL SKILLS - Skill Level 4

Post transactions to ledger and prepare a trial balance; prepare end of the period adjustments and transfers using general journal; prepare financial/tax schedules for periodic tax requirements such as payroll, sales and group tax returns, reconcile general ledger accounts; determine costings by calculating input costs and margins.

Apply detailed knowledge of organisation's credit terms to new accounts and to following up significant debtors, prepare periodic debtor statements.

7) SUPERVISORY - Skill Level 2

Resolve operational problems for staff in lower grades, coordinate workflow within a section or unit, and counsel and advise staff who are under routine supervision.

Promotional criteria

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

GRADE 6

A Clerical Employee Grade 6 must have achieved and maintained a satisfactory performance standard in all skills required at all preceding Clerical Grades.

1) Employees in this grade perform clerical and administrative duties using a more extensive range of skills and knowledge at a level higher than required in Grade 5.

They are responsible and accountable for their own work and may have responsibility for the work of a section or unit. They exercise initiative, discretion and judgement within the range of their skills and knowledge. Supervision is by means of reporting to more senior staff as required.

Employees shall be graded at this level where the principal functions of their employment, as defined by the employer, require the exercise of any one or more of the skill levels set out below.

Employees may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

2) COMPUTER - Skill Level 5

Operating/coordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular back-ups and restores.

3) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - Skill Level 6

Apply knowledge of the organisation's objectives and performance and apply specialist knowledge, in areas such as projected growth, product trends and general industry conditions, examples include:

- knowledge of competitors and major clients market structure in the performance of own responsibilities.
 - import/export activities
- Indicative Specialist Skills include:

Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities. Administration of workers compensation claims, insurance and disputed claims.

4) SUPERVISORY - Skill Level 3

Plan and organise work priorities of a unit or section; re-schedule workloads as necessary and resolve operational problems for unit or section; monitor quality of those supervised; use observations, diagnosis and intervention skills to ensure unit/section meets objectives; organise and chair necessary work meetings/conferences; assist in planning future sectional/office organisational resources and equipment needs.

5) BUSINESS/FINANCIAL SKILLS - Skill Level 5

Administer individual salary packages, travel expenses, allowances and company transport. Administer specialist salary and payroll requirements, eg.

Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes etc.

6) SECRETARIAL - Skill Level 4

As well as having Shorthand Skills of Skill Level 3, arrange conferences and external meetings including venues, agendas, documentation, audio-visual requirements, catering, transport and accommodation; originate executive correspondence; assist executive in preparing, attending and following up appointments, interviews, meetings etc. assume responsibility for designated areas of executives work, on delegated authority.

Promotional criteria

An employee remains at this level until they are capable of effectively performing

through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

Review

The classification structure will be reviewed within 4 months of certification of the agreement. This review will be conducted by a joint company/employee committee, the terms of reference will be agreed by the committee.

15. RELOCATION, REDUNDANCY AND REDEPLOYMENT AGREEMENT

15.1 Application

This Clause shall not apply to employees employed for a specific period of time (ie tenured employees) or employees whose employment is terminated for reasons other than redundancy (eg resignation, misconduct, etc)

15.2 Relocation

(i) Any employee who is relocated shall be employed under terms and conditions of employment that are no less favourable than they received prior to relocation,
(ii) Any employee who finds that relocation is disadvantageous to their personal and/or employment circumstances may, after appropriate consultation:

(a) Within three (3) months of relocation be entitled to redundancy as set out in Section 15.4 of this Clause, provided that an entitlement to redundancy shall only exist where no suitable alternative job can be found for the employee and where continued employment at the relocated workplace is not demonstrably practicable for the employee; or

(b) Within six (6) months of relocation be redeployed to another job or workplace within the Company or the Coles Myer Group.

(iii) A relocated employee shall be entitled to a travelling allowance calculated daily of 50 cents per kilometre for each kilometre, (or part thereof) travelled to and from their normal place of residence to their relocated workplace that is additional to the number of kilometres (or part thereof) travelled to and from their normal place of residence to their workplace immediately prior to relocation. Provided that the maximum amount of travel allowance payable shall be \$2,500.

(iv) Travelling allowance shall be paid to eligible employees at the time of the payment of wages,

(v) All employees who relocate shall do so without any break in the continuity of their employment.

15.3 Redeployment

(i) Employees who are adversely effected by the relocation of part of the Company's operations may at the employees' election, be redeployed into other parts of the Company's business or within the Coles Myer Group.

(ii) Employees who are dissatisfied with their redeployment position may return to their previous positions within three (3) months of the date of commencement of their redeployment.

(iii) The Company acknowledges it has a role to play in facilitating redeployment including the proper dissemination of information on alternative job opportunities with the Company and/or Coles Myer Group.

15.4 Redundancy

(i) The Company shall fully consult with the Union and employees prior to any redundancies occurring. Such consultation shall include, but not be limited to the number of redundancies, operational levels and timing of any proposed redundancies.

(ii) In determining redundancies the following process shall apply:

(a) The Company shall call for expressions of interest in a voluntary redundancy package.

(b) The Company and the Union shall review applications for voluntary redundancy.

Applications shall be assessed against an agreed and published set of criteria to ensure appropriate and agreed levels of operational skills are retained. In reviewing the applications the Company reserves the right to retain a specified and agreed level of operational skills amongst its employees.

(c) The Company reserves the right to hold further negotiations with the Union in the event that it appears that involuntary redundancies are necessary.

(d) The method of determining redundancies shall be the subject of consultation and agreement with the Union

(iii) All employees to be made redundant shall receive the following benefits:

(a) Notice Period

Four weeks payment in lieu of notice

(b) Severance Payment

Five weeks pay for each year of permanent service pro-rata for each completed month of service.

Periods of regular casual employment with Myer Stores Limited shall be considered in the determination of severance payment for permanent employees.

(c) Annual Leave

Payment of all accrued annual leave and pro-rata annual leave loading.

(d) Long Service Leave

Payment of all long service leave entitlements for employees with at least twelve (12) months continuous service on a pro-rata basis. The pro-rata shall be calculated for each completed month of service.

(e) Sick Leave

Payment of all accrued sick leave entitlements.

(f) Superannuation

Full vesting of REST, CARE, LUCRF, Coles Myer Superannuation Fund, that both the company and employee's contribute to, provided that the fund allows for full vesting.

(g) Additional Payment

Employees aged 45 or over (at the effective date of redundancy) shall receive an additional payment of 10% of the totals or paragraph 15.4.3 (a) and (b) above, (h)

Support Services

The Company shall provide each redundant employee with:

- (1) Financial counselling and advice,
- (2) Outplacement counselling including written resume,
- (3) Reasonable paid time off without loss of pay to attend employment counselling and/or job interviews,
- (4) A certificate of service and a written statement stating the reasons for the termination of employment.

(i) Employee Benefits

Redundant employees shall have the option of purchasing Company shares prior to retrenchment as per the trust deed.

(j) Limitation

There shall be no limitations on the quantum of an employee's redundancy payment.

(k) Weeks Pay

For the purpose of this agreement "weeks pay" shall mean the average weekly earnings paid to an employee for working their ordinary hours and shall include any work related allowances or shift penalties but shall exclude overtime.

16. EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE HARASSMENT

The Company is totally committed to providing equal employment opportunity for every employee in all spheres of employment and to providing equal pay for work of equal value.

The Company is also totally committed to providing an environment in which employees can work without distress or interference caused by harassment (including sexual harassment).

The Company will use its best endeavours to comply with all relevant legislation. The Company undertakes to develop, implement and periodically review, a nationally applicable equal employment policy and grievance procedures for the Coles Myer Logistics, MGB Distribution Centre located at Doherty's Road, Altona and a harassment policy (which includes sexual harassment) and grievance procedures. All employees will be provided with a copy of each policy and appropriately trained by the Company in the principles and procedures in relation to equal employment opportunity and sexual and other forms of harassment.

PART FOUR - WAGES AND RELATED MATTERS

17. WAGES RATES

The classification definitions as set out in clause 14.1 and 14.2 apply to the Company's operations located at Doherty's Road, Altona.

Storeworker	Rate as at 01/01/2004	Rate as at 01/01/2004 (EFT included)	Rate as at 01/08/2004	Rate as at 01/08/2005	Rate as at 01/08/2006
			4.10%	4.50%	3.70%
Grade 1	20.9756	20.9928	21.8535	22.8369	23.6819
Grade 2	22.0229	22.0401	22.9437	23.9762	24.8633
Grade 3	22.4779	22.4951	23.4174	24.4712	25.3766
Grade 4	24.1537	24.1709	25.1619	26.2942	27.2671
Grade 5	24.5013	24.5185	25.5238	26.6723	27.6592

Clerical

Grade 1 & 2	20.9756	20.9928	21.8535	22.8369	23.6819
Grade 3	22.0229	22.0401	22.9437	23.9762	24.8633
Grade 4	22.4779	22.4951	23.4174	24.4712	25.3766
Grade 5	24.1537	24.1709	25.1619	26.2942	27.2671
Grade 6	24.5013	24.5185	25.5238	26.6723	27.6592

The hourly rate of pay for a part-time employee shall be an amount equal to 1/36th of the appropriation classification rate of pay.

Casual employees shall be paid an amount equal to 1/36th of the appropriate classification rate of pay. In addition a casual penalty of 25% and annual leave loading of 8.33% for all ordinary hours worked (Monday to Friday).

18. SALARY SACRIFICE FOR SUPERANNUATION

18.1 Objectives of Clause

(a) This Clause provides the mechanism whereby an employee can request an alternative system for the payment of wages. It is intended that the flexibility provided by this Clause will be of benefit to employees without imposing additional costs on the Company.

(b) Employees shall be able to participate in a salary sacrifice program in relation to superannuation contributions. Employees are not obliged to participate in this program.

18.2 Flexible Remuneration

(a) Notwithstanding any other provisions of any award/certified agreement applying to the Company at the commencement of this Clause an employee may, by mutual agreement with the Company:

(i) participate in a salary sacrifice program in relation to superannuation contributions; and

(ii) request to receive wages or salary payable in accordance with this agreement, minus the amount diverted into additional superannuation contributions under this program.

(b) Any request under sub-clause 18.2 (a) above shall be in the form prescribed by the Company.

(c) An employee who takes any paid leave shall receive the benefit and salary prescribed under this Clause in lieu of salary and wages and other amounts payable under the relevant award/agreement.

(d) Any other award/agreement payment, including termination payments, calculated by reference to the employee's salary as provided in the relevant award/agreement will be calculated by reference to the total of salary and benefits provided in sub clause 18.2 (a) above unless this Clause specifically provides otherwise.

(e) Each employee participating in benefits available under this Clause shall receive written confirmation of relevant information including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement.

(f) Written confirmation as specified in subclause 18.2 (e) above shall be provided upon any adjustment to pre-arrangement wage rates under the employees' relevant award/agreement or reclassification.

For all other purposes:

(g) After taking into account the deductions made pursuant to subclause 18.2 (a) above an employee shall not receive less than the rate specified in their relevant award/agreement.

18.3 Changes to Flexible Remuneration

(a) The Company may amend the provisions of benefits under the program covered by this Clause in the event of changes in State or Federal legislation.

(b) The Company shall consult with union prior to any amendment to the provisions of benefits under this Clause as provided for in sub-clause 18.3 (a).

(c) In the event that amendment to these remuneration arrangements is to be implemented, the Company will provide employees and their union with reasonable notice. Such notice shall be not less than 2 months unless the amendments arise from circumstances outside the Company's control.

18.4 Contributions

(a) All employee contributions under this Clause are to be made in multiples of 2.5% of the employee's ordinary rate of pay.

(b) An employee may choose to vary the amount of their contribution at 3 monthly intervals.

19. SPECIAL RATES

19.1 Monday - Friday

Ordinary hours worked from 6.00 pm to 7.00 pm Monday to Friday shall attract a penalty of 50% in addition to the normal hourly rate of pay.

19.2 Saturday

Employees required to work ordinary hours on any Saturday shall in addition to their ordinary rate of pay receive a penalty of 50% for all hours worked between 7.00 am and 6.00 pm. Such employees shall receive a penalty of 100% for all hours worked after 6.00 pm except as herein provided. Casual employees required to work on Saturday between the hours of 7.00 am to 6.00 pm shall be paid the appropriate ordinary time (Monday-Friday) classification rate (inclusive of 25% casual penalty and 8.33% annual leave loading) and shall receive an additional penalty of 50% of the employee's classification rate for each hour worked.

19.3 Sunday

Double time shall be the rate for all work done with a minimum payment of three hours.

Notwithstanding the foregoing these special rates shall not apply for the hour between 11.00 pm and midnight where such hour is the first hour of an ordinary shift.

20. ALLOWANCES

20.1 Meal Allowance

(i) Where an employee is not provided with at least 24 hours notice of a requirement to work overtime, and where the employee works in excess of one hour overtime Monday to Friday, or in excess of 4 hours overtime on Saturday or Sunday, the employee shall receive a meal allowance. Where more than 24 hours notice is provided, no meal allowance shall be payable.

(ii) The Company agrees that employees will be provided with separate notice each time they are required to work overtime hours, and that employees will not be put on "standby notice" where there is a possibility of working overtime hours to avoid obligation under this Clause.

(iii) Notwithstanding the above where there is a requirement for employees to work overtime on consecutive or multiple days, the Company may provide notice once in respect of the consecutive or multiple days.

(iv) Where the Company makes a general request for all available employees to work overtime on nominated day/s, an employee's acceptance to be available to work the overtime as required shall be deemed to be appropriate notice.

(v) The Company commits to the provision of notice to work overtime to be given in good faith.

(vi) The payment of a meal allowance as prescribed in Clause 20.1(i) shall be paid as follows:

01/01/04	01/08/04	01/08/05	01/08/06
11.27	11.71	12.24	12.69

20.2 Travel Allowance

Where the Company occasionally requires an employee to use their own motor vehicle in the performance of their duties such employee shall receive a travel allowance as follows:

01/01/04	01/08/04	01/08/05	01/08/06
49.3c per km	51.3 c per km	53.63 c per km	55.61 c per km

20.3 Other Allowances

The following allowances shall be paid:

(i) Laundry Allowance

01/01/04	01/08/04	01/08/05	01/08/06
\$5.80	\$6.04	\$6.31	\$6.54

(ii) First Aid Allowance

01/01/04	01/08/04	01/08/05	01/08/06
\$12.37	\$12.87	\$13.46	\$13.95

20.4 Payment of Allowance

All allowances shall be paid in arrears via electronic funds transfer.

21. HIGHER DUTIES

21.1 (a) Where a weekly employee is put to work temporarily at a classification

higher than that under which they were engaged or deemed to be working, the employee shall be paid as follows:

- (i) Up to two hours on any one day the rate prescribed for such higher classification with a minimum of one hour;
- (ii) Over two hours on any one day a full day's pay at the rate prescribed for such higher classification;
- (iii) Over sixteen hours in any one week a full week's pay at the rate prescribed for such higher classification.

(b) A weekly employee shall not suffer any reduction in wages during any week by reason of them having been put to work for a part of such week at a classification lower than that under which he was engaged or deemed to be working.

(c) Any overtime worked under the terms of clause 21.1 will be paid at the rate prescribed for the classification at which the work is performed.

21.2 Where an employee is rostered to work in a higher grade for a continuous period of one week or more, they will receive the rate prescribed for such higher classification for all work performed (including overtime) during the rostered period at higher grade.

22. PAYMENT OF WAGES

22.1 Payment

All wages will be paid by Wednesday. The parties agree however that in weeks where a Public Holiday falls on a Monday or Tuesday, payment of wages will be deferred by an additional day to allow pays to be calculated and transmitted into bank accounts.

Where it can be demonstrated that due to company error wages were not available in line with the above paragraph, and as a result employees incur bank charges, the company will make restitution for such charges.

Payment for hours worked will be averaged over the roster cycle for permanent and tenured employees. Casuals will be paid for actual hours worked. Part-time employees who agree to work additional hours (to contract) in accordance with Clause 11.3 (iii) and 11.3 (iv) of this Agreement will receive payment for all additional hours in the pay period in which additional hours are worked.

PART FIVE - HOURS OF WORK, BREAKS, OVERTIME, AND RELATED MATTERS

23. HOURS OF WORK

Employees shall be rostered to work ordinary hours on any day or all days of the week, Monday to Saturday.

Ordinary hours shall be worked continuously, except for meal breaks between 6.00 am and 7.00 pm Monday to Friday and between 7.00 am and 6.00 pm Saturday.

24. ROSTERS

24.1 General Roster Principles

Employees shall be allocated their hours of work by means of a rostering system developed by the Company in consultation with the Union and the employees. Employees shall be rostered to provide that no employee is required to work in excess of 36 ordinary hours, averaged over a roster cycle. All new or tenured employees, employed after 18th October, 1993, may be required to work rosters which incorporate the full span of hours. The Company and the Union agree to regularly review the operation of existing rosters, and the Company commits to full consultation with the Union in the event of

any required change in rostering arrangements.
Nothing in this Agreement shall reduce flexibility of rostering principles as provided for in previous agreements or as practiced during the life of previous agreements.

24.2 Full-time Employees

Hours of work may be organised over a cycle so as to average 36 hours per week. No more than two Saturdays in any four week month, or three Saturdays in any five week month, shall form a part of an employee's roster except by mutual agreement.

24.3 General Principles of Rostering

(i) The Company is to provide a minimum of two week's notice for any introduction amendment or change of roster. This notice period is able to be reduced by mutual agreement.

Should an employee be required to change between shifts (eg from day shift to afternoon shift) the employee will be entitled to four weeks notice.

Provided such notice may be reduced by mutual agreement,

(ii) Rosters are to be arranged to reflect the Company's processing and distribution cycle,

(iii) Rosters to be based on a one to five week cycle. However, rosters may also include a ten week cycle by mutual agreement between the parties,

(iv) The maximum number of ordinary hours in any one day shall not exceed ten excluding meal breaks.

(v) Employees may work a maximum of three ten hour shifts per week provided the number of ordinary hours does not exceed the average of 36 hours per week and the third 10 hour shift is by mutual agreement.

(vi) Where relevant no employee will be required to work more than two 6-day weeks per cycle.

(vii) Employees may swap rosters between themselves provided skill levels are equivalent, provided their line manager is advised in advance and is in agreement, the number of hours are comparable, and such changes do not unduly disturb the Company's overall operations.

(viii) Rosters shall be reviewed in conjunction with the Union on a regular basis for the life of the Agreement.

24.4 Part-Time Employee Rostering Provisions

Excepting where provided for in clause 11.3 above, the same roster conditions shall apply to part-time and full-time employees.

24.5 Casual Employees

The Company will ensure that pre-existing practices relating to the employment of casual employees is maintained for the life of this Agreement.

25. BANKING OF ROSTERED DAYS OFF ("RDO")

It is agreed between the parties that the Company may require employees to "bank" RDO's for a period of time so as to maximise the potential workforce in order to cope with peak business periods.

Wherever possible banking of RDO's shall be by mutual agreement, with neither party unreasonably withholding their consent to bank RDO'S.

Where it is proposed that an RDO be banked the employee(s) concerned shall receive notice prior to the commencement of the particular work cycle; provided that by mutual agreement a lesser period of notice may apply.

26. SHIFT WORK

26.1 General

(i) The ordinary hours of work for employees on shift work shall not exceed on average 36 in any week. Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the Company. No employee shall be required to work longer than five hours without a break. By mutual agreement an employee may work a maximum of 6 hours without a break for a meal. Such meal break shall be counted as time worked.

Thirty minutes shall be allowed as a break for a meal. An employee rostered to work between 8 and 10 ordinary hours shall be allowed a rest period between the start of work and the meal break and a second rest period between the resumption of work after the meal break and the end of the shift. The second rest break shall be given as paid time 15 minutes prior to the completion of the days work or shift. Employees shall be allowed to leave the Distribution Centre during their second rest break.

(ii) Each rest period is to be of fifteen minutes duration and are to be taken at such times as may be mutually arranged between the Company and the employees, such breaks to be counted as time worked. The first rest period shall not be allowed within one hour of the normal commencement of work. The rest periods to be taken as prescribed by clause 28.

26.2 Afternoon Shift

(i) "Afternoon shift" is defined as any shift finishing after 7.00 pm and at or before midnight on any week day.

(ii) The commencing and finishing times of ordinary hours of afternoon shift employees shall be notified by the Company at least fourteen days prior to the commencement of the shift.

(iii) An afternoon shift employee shall be paid a 30 per cent loading in addition to the ordinary rate.

(iv) Afternoon shift employees for all time worked in excess of or outside the ordinary working hours prescribed by this clause shall be paid as per the provisions of clause 29 and clause 20. 1.

When overtime work is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

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

(v) Afternoon shift employees, for all time worked on a Sunday or holiday shall be paid the rates prescribed by clause 19.3 (Sundays) and clause 35 (public holidays) with the exception of Show Day and Picnic Day which shall be treated as per the provisions of clause 35.1.

26.3 Night Shift

(i) "Night shift" is defined as any shift commencing at or between 11.00 pm and 4.00 am on any weekday,

(ii) The Company shall notify the commencing and finishing times of ordinary hours of night shift employees at least fourteen days prior to the commencement of the shift,

(iii) A night shift employee shall be paid a 35 per cent loading in addition to the ordinary rate,

(iv) The minimum rate to be paid to a night shift employee for work performed between midnight on Friday and midnight on Saturday shall be the rate for overtime work as prescribed in clause 29.

(v) Night shift employees, for all time worked in excess of or outside the ordinary

working hours prescribed by this clause or on a shift other than a rostered shift shall be paid under the provisions of clause 29 and clause

20.1. When overtime work is necessary it shall be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence, (vi) Night shift employees, for all time worked on a Sunday or holiday, shall be paid the rates prescribed by clause 19.3 (Sundays) and clause 35 (public holidays) with the exception of Show Day and Picnic Day which shall be treated as per the provision of clause 35.1. For all purposes of administering this clause, a public holiday shall be deemed to be the day on which the normal shift would have been worked. An employee shall not be required to work more than one shift in each 24 hours.

27. MEAL BREAK

No employee shall be required to work longer than five hours without a break. By mutual agreement an employee may work a maximum of 6 hours without a break for a meal.

A meal break will be a minimum of 30 minutes to a maximum of 60 minutes. Where a meal break is to be taken immediately prior to or during a period of overtime it shall not exceed one hour in duration.

28. REST PERIODS

All rest breaks are of 15 minutes duration. This is inclusive of washing time and walking time. Rest breaks shall apply as follows: employees rostered to work

5 ordinary hours - 1 rest break
6 ordinary hours - 1 rest break
7 ordinary hours - 1 rest break
8 ordinary hours - 2 rest breaks
9 ordinary hours - 2 rest breaks
10 ordinary hours - 2 rest breaks

An employee rostered to work 8 ordinary hours or more shall be allowed a rest break of 15 minutes in the first half of each shift or working period. The rest break shall be at a time fixed by the Company and shall be counted as time worked. No rest break shall be fixed before the completion of the first hour of work.

The second rest break of 15 minutes shall be given as paid time 15 minutes prior to the completion of the days work or shift. Employees shall be allowed to leave the Distribution Centre during their second rest break.

The making of the 2nd rest break at the completion of the days work or shift only applies to an employee rostered to work 8 ordinary hours. For those employees rostered to work more than 8 ordinary hours this provision may apply by mutual agreement.

29. OVERTIME

29.1 Circumstances in Which Overtime is Applicable

Employees required to work under the following circumstances shall be entitled to overtime as per subclause 29.2 and 29.3.

(i) outside the spread of hours as defined in clause 23 of this agreement;
(ii) in excess of the applicable daily or weekly maximum number of hours as per clause 11 and 23; or

(iii) in addition to contracted hours. This subclause shall not apply to casual or part-time employees who agree to work hours in addition to contract hours as provided for in subclause 11.3 (i), 11.3 (iii) and 11.3 (iv) of this Agreement where additional hours are worked within the spread of hours.

29.2 Time Off in Lieu for Overtime Worked

Where it is agreed between the Company and the employee overtime may be taken as time off in lieu provided that: -

- (i) Time off in lieu is calculated at the appropriate penalty rate of the overtime worked,
- (ii) Time off in lieu is taken within 2 months of the working of overtime (at such time payment should be made to the employee for the overtime worked at the penalty rate equivalent of the overtime worked),
- (iii) The employee elects whether to be paid for overtime or take time off in lieu of overtime on each occasion overtime is worked,
- (iv) This subclause does not apply to casual employees.

29.3 Rates of Pay for Overtime Worked

The following rates shall be paid for all overtime worked on any day between Monday and Saturday:

- (i) Time and a half for the first two hours and double time thereafter of the rate applicable to the shift on which the employee ordinarily works. This shall be calculated on a daily basis. Provided that when double time becomes payable it shall continue until the completion of the overtime worked.

29.4 Allocation of Overtime

The Company shall allocate overtime work based on the availability of appropriate skills, and as far as practicable shall provide for the fair and equitable distribution of overtime amongst permanent employees, and then to tenured and casual employees. This overtime will be allocated in accordance with the current on site process.

29.5 Call Outs/Back

An employee recalled to work overtime after leaving the Company's business premises shall be paid for a minimum of three hours work at the appropriate rate for each time he is so recalled. Provided further that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period.

29.6 Additional Rest Breaks during overtime

This additional break relates specifically to overtime worked on a weekend or public holiday for a period of 4 hours. Where it has been agreed at the site with Management that a work practice carried out for 4 hours requires a break due to OHS reasons, then the company will provide employees with an unpaid 15 minute break in the middle of the period of overtime.

PART SIX: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

30. SICK LEAVE

Where a full time employee is absent from duty as a result of personal ill health or accident they shall be entitled to sick pay as follows:

- (i) during the first year, 8 hours' ordinary pay for each complete month of service up to and including the first 6 months of employment. (Total accrual in the first

year shall be 48 hours).

(ii) during any subsequent year of service, 80 hours' ordinary pay. An employee shall as soon as practicable notify the Company of his illness and of the approximate period of absence.

The employee shall produce or forward within 48 hours of the commencement of such absence, evidence satisfactory to the Company that their non-attendance was due to personal ill health or accident necessitating such absence.

A Doctors Certificate or Statutory Declaration shall be acceptable as satisfactory evidence as referred to this subclause for absences of more than two consecutive days.

Where an employee has a proven pattern of recurring absences on sick leave, or a record of poor absenteeism, the Company shall be entitled to inform such employee that in the event of future absences, for one day or more, evidence may be required. This evidence shall be in the form of a medical certificate or a statutory declaration. The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation.

On application by the employee during the seventh month of employment and subject to the availability of an unclaimed balance of sick leave, the employee shall be entitled to be paid for any sick leave taken during the first 6 months of employment in respect of which payment was not made. Such back payment shall be at the rate of pay applicable to the employee at the time such unpaid leave was taken.

If the full period of sick leave as prescribed above is not taken in any year such portion as is not taken shall, provided an employee remains in the service of the Company or any successor of such Company, be cumulative from year to year. The Company shall not terminate the service of an employee during the currency of any period of sick leave with the object of avoiding their obligations under this subclause.

Part time employees are entitled to sick leave on a pro rata basis.

31. FAMILY LEAVE

31.1 Use of Sick Leave

(i) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

(ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

(iii) The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being either:

- (1) a member of the employee's immediate family; or
- (2) a member of the employee's household.

(c) the term "immediate family" includes:

(1) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a

bona fide domestic basis although not legally married to that person (this includes same sex couples); and

(2) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

(iii) The employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of absence.

(v) A full-time or part-time employee who, due to domestic circumstances, cannot attend work as rostered can take up a maximum of 24 hours leave per calendar year. Such leave is non-cumulative.. Such leave will be on a pro rata basis for Limited Tenure and Part time employees.

31.2 Unpaid Leave for Family Purposes

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care to a family member who is ill.

31.3 Annual Leave

(i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the Company, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

(ii) Access to annual leave, as prescribed in paragraph (i) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement

(iii) An employee and Company may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

31.4 Time Off in Lieu of Payment for Overtime

(i) An employee may elect with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

(ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(iii) The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the agreement for any overtime worked under paragraph (i) where such time has not been taken within four weeks of accrual.

(iv) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

31.5 Make-up Time

(i) An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement

(ii) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records or personnel file or forms appropriate to the enterprise at the time when the agreement is made.

31.6 Grievance Process

In the event of a dispute arising in connection with any part of this clause, such a dispute shall be processed in accordance with the dispute settling provisions of this Agreement.

31.7 Maximum Entitlement

The combined amounts of family leave and domestic leave as provided for in clause 31 can not exceed 80 hours in a calendar year.

31.8 Extended Illness Fund

An Extended Illness Fund will be established to provide an incentive for employees to improve their attendance level, as well as providing a support mechanism for those employees who become unexpectedly and seriously ill.

The fund guidelines will be finalised in consultation with site representatives/delegates.

32. ANNUAL LEAVE

32.1 Loading

(i) Except as otherwise provided in this Agreement every employee shall at the end of each year of employment become entitled to an annual holiday of 4 weeks on ordinary pay plus a loading of 17-1/2%. Where an employee would have received a shift loading (eg. 30% or 35%) prescribed by clause 26 had the employee not been on leave during the relevant period, then the shift loading shall be included in lieu of the 17-1/2% loading.

(ii) The annual leave loading prescribed in this clause shall only apply to weekly employees and shall not be applicable to proportionate leave on termination of employment; except when the employment is terminated by the Company for reasons other than dishonesty, misconduct neglect of duty or for absence from work without reasonable cause.

32.2 Applications for leave

(i) Prompt notification of approval/disapproval of Annual Leave is to be given. A response will be received within 72 hours of the application being made. If this is not possible, then an update on the situation shall be given.

32.3 Taking Leave

(i) This subclause shall apply to all annual leave where taken according to a roster, in the form of a part closedown or a part closedown/part rostered leave,

(ii) Except where agreement is reached in accord with subparagraph (c) hereof, the annual leave shall be given and taken as directed by the Company on the following basis

(a) in one continuous period of 4 weeks; or

(b) in two separate periods, one of which shall be of at least three week's duration

(iii) Except where the provisions of subparagraph (b) hereof are applied, the annual leave may be taken by agreement between the Company and the employee(s) on the following basis:

(a) in two separate periods, both of which may be of less than three weeks' duration;

or

(b) in three separate periods.

(iv) In the case of rostered annual leave, agreement shall be between the Company and the individual employee,

(v) In the case of a part closedown or a part closedown / part rostered leave, agreement shall be between the Company and the majority of the employees concerned,

(vi) If the employee and the Company so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday,

(vii) The annual holiday shall be given by the Company and shall be taken by the employee before the expiration of a period of six months after the date upon which the right to such holiday accrues. Provided that the giving and taking of the whole or any separate period of such annual holiday may, with the consent in writing of the inspector-in-charge, Arbitration Inspectorate of the Department of Employment and Industrial Relations, be postponed for a period to be specified by him in any case where he is of the opinion that circumstances render such postponement necessary or desirable.

32.4 Payment

(iii) Except as provided in subclause (B) hereof payment shall not be made by the Company to an employee in lieu of any annual holiday or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee,

(iv) The Company shall give each employee at least 4 weeks notice of the date from which his annual holiday shall be taken,

(v) The Company shall pay each employee in advance before the commencement of the employee's annual holiday his ordinary rate for the holiday period.

32.5 Accrual of Leave

(i) Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not commence to accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been so taken.

(ii) Where any public holiday or picnic day for which the employee is entitled to payment under this Agreement occurs during any period of an annual holiday taken by an employee under this clause, the period of the holiday shall be increased by one day in respect of that public holiday.

32.6 Termination of employment

(i) Where

(a) The employment of an employee who has become entitled to the annual holiday provided by this Agreement is terminated; and

(b) the employee has not taken any part of that holiday - the Company shall be deemed to have given the holiday to the employee from the date of termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to him, his ordinary rate for the period of that annual holiday.

(ii) Where

(a) The employment of an employee who has become entitled to the annual holiday provided by this Agreement is terminated; and

(b) the employee has taken part of that holiday - the Company shall be deemed to have given the remaining part of that holiday to the employee from the date of termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to this ordinary rate for in the period of that remaining part.

(iii) Where the employee is with less than one year's service

(a) This subclause applies with respect to every period of employment of an employee by the Company which is less than one year, such period being computed from the date of commencement of the employment or (where the employee has during the employment become entitled to any holiday or holidays under the last preceding clause) computed from the date upon which he became entitled to that annual holiday, or to the last annual holiday as the case may be.

(b) Where the employment of any employee by the Company is terminated at the end of a period of employment to which this subclause applies the Company shall forthwith pay to the employee, in addition to all other amounts due to this an amount equal to one-twelfth of his ordinary pay for that period of his employment,

(iv) Where the annual holiday under subclause (A) hereof or part so taken in advance by an employee pursuant to paragraph (A) (3) and

(a) the employment of the employee is terminated before he has completed the year of employment in respect of which such annual holiday or part was taken; and

(b) the sum paid by the Company to the employee as the ordinary pay for the annual holiday or part taken in advance exceeds the sum which the Company is required to pay to the worker under paragraph (3) hereof - the Company shall not be liable to make any payment to the employee under paragraph (3) hereof and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of employment.

32.7 Temporary closure

(i) Where the Company intends temporarily to close (or reduce to nucleus) his establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them he may give in writing to such workers one month's notice, (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that he elects to apply the provisions of the subclause, and thereupon

(a) any such employee who at the date of closing is entitled to his annual holiday shall be given this annual holiday commencing as on and from the date of closing and, in addition shall be paid one-twelfth of his ordinary pay for any period of employment after the accrual of his right to the annual holiday and up to but excluding the date of closing.

(b) any such employee who at the date of closing is not entitled to his annual holiday shall be given leave without pay as on and from the date of closing and shall be paid one twelfth of his ordinary pay since the commencement thereof or the accrual of his last annual holiday (whichever is the later) and up to but excluding the date of closing, together with pay for any public holiday during such leave for which he is entitled to payment under clause 19; and

(c) the next twelve-monthly qualifying period of employment for every such employee shall commence as on and from the date of closing.

(ii) In this subclause "date of closing" in relation to each employee means the first day of their annual holiday or leave pursuant to this subclause.

(iii) "Ordinary pay" in relation to any employee means remuneration for the worker's normal weekly number of hours of work calculated at the ordinary time rate of pay and where the employee is provided with board or lodging by the Company, includes the cash value of that board or lodging.

"Week" in relation to any employee means the employee's ordinary working week.

"Employee" means any person employed by the Company to do any work for hire or reward.

(iv) For the purpose of the definition of the term "ordinary pay" in paragraph (1) hereof:

(a) where no ordinary time rate of pay is fixed for an employee's work under the terms of his employment the ordinary time rate of pay shall be the average weekly rate earned by him during the period in respect of which the right to the annual holiday accrues;

(b) where no normal weekly number of hours is fixed for an employee under the terms of his employment the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by him during the period in respect of which the right to the annual holiday accrues;

32.8 Service

For the purpose of this Agreement a year of employment shall be deemed to be unbroken notwithstanding

- (i) any annual leave or long service leave taken therein;
- (ii) any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- (iii) any absence from work of not more than fourteen days in the year of employment on account of sickness or accident;
- (iv) any absence on account of leave (other than annual leave) granted, imposed or agreed to by the Company
- (v) any absence on any other account not involving termination of employment;

and in calculating a year of employment any absence of a kind mentioned in subparagraphs (i), (ii) or (iii) hereof shall be counted as part of the year of employment but in respect of absences of a kind mentioned in subparagraphs (iv) and (v) hereof it will be necessary for the employee as part of his qualification for annual leave to serve such additional periods as equals the period of such absences.

329 Annual Leave for part-time employees

Part-time employees who work additional hours throughout an anniversary year, will receive an annual leave entitlement in accordance with the average number of hours worked each week. This calculation shall be carried out on the employee's anniversary date and annual leave entitlement appropriately credited.

Provided that where a part-time employee requests pro-rata annual leave (prior to the anniversary date) the employee will receive "contract hours" entitlement. All other annual leave provisions are in accordance with the annual leave clause contained within this Agreement.

33. BEREAVEMENT LEAVE

An employee shall on the death of a wife, husband, (including same sex couples) father, mother, foster-father, foster-mother, mother-in-law, father-in-law, brother, sister, child or stepchild, grandfather or grandmother, grandfather-in-law,

grandmother-in-law, stepfather, stepmother, grandson or grand-daughter be entitled to bereavement leave.

Bereavement leave shall be granted as follows:

(i) Within Victoria - An employee shall be granted leave of absence up to and including the day of the funeral of a relation as defined. 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) Outside Victoria - An employee shall be granted leave of absence for 7 calendar days (of which only three days shall be paid) for the purpose of attending a funeral of a relation as defined where such occurs outside the State of Victoria, (iii)

Outside Australia - An employee shall be granted leave of absence for 30 calendar days (of which only three days shall be paid) for the purpose of attending a funeral of a relation as defined where such occurs outside Australia. Proof of such death shall be furnished by the employee to the satisfaction of the Company. 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" and "husband" shall include a wife or husband from whom the employee is separated and shall include a person who lives with the employee as a de facto wife or husband.

34. LONG SERVICE LEAVE

(i) The Parties agree to observe and apply the provisions of the Federal Metal Industry (Long Service Leave) Award 1976 (as varied to 31/12/97) except that the words "ten years" in sub paragraph 6 (2) (a) (ii) of that Award shall read as "five years" and the words "8 and two third weeks" in the same clause shall be read as "4 and one third weeks".

(ii) The Company agrees to allow employees access on a pro rata basis to any Long Service Leave which accrues between 10 and 15 years of service. This access will be subject to the period of leave being mutually agreed between the employee and their manager.

35. PUBLIC HOLIDAYS

(i) Each weekly 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 said holidays, this provision shall apply only to the day so substituted:

(a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day.

Where Anzac Day falls on a Saturday or Sunday no substitute day shall be granted; except where provided for by any Act of parliament

(ii) Notwithstanding the foregoing these special rates shall not apply for the hour between 11.00 pm and midnight where such hour is the first hour of an ordinary shift, (iii) Double time and a half shall be the rate of pay for all work done with all payment of 3 hours on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day.

(iv) Where an employee is absent from his or her employment on the working day or part of the working day before or after a holiday without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such holiday,

(v) If any of the above holidays occurs on a Sunday or Saturday, and is not observed on any other day, then employees shall not be paid for such Sunday or Saturday,

(vi) Where Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a Saturday or Sunday they shall be substituted with the following Monday (or Tuesday for Boxing Day where appropriate).

35.6 Show Day & Picnic Day

(a) The Company continues to recognise Show Day and Picnic Day as holidays subject to the provisions of sub-clause (b).

(b) The Company can roster employees to work ordinary hours on Show Day and Picnic Day. Such work to be at ordinary rates with employees being provided time off in lieu (at ordinary rates). Such time to be:

Added to the employees annual leave entitlement (annual leave loading does not apply); or

Taken at another time (within 6 months) by mutual agreement. Consideration will be given to requests for time off in lieu to be taken in conjunction with a weekend.

(c) Satisfactory evidence of attendance will be provided by the Union and must be handed to the Company on the working day following the Union Picnic Day. Employees failing to supply such proof of attendance will not be paid for the day absent.

36. JURY SERVICE

(i) An employee on weekly hiring required to attend for jury service during their ordinary hours, or in the case of a night shift employee employed under Clause 23 of this Agreement the shift immediately preceding such attendance, shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service, and the amount of wage they would have received in respect of the ordinary time the employee would have worked had they not been on jury service.

(ii) The employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the Company proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

37. BLOOD DONORS

(i) A weekly employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours or such longer period as may be agreed upon between the Company and the employee on each occasion, and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

(ii) Provided further that such employee shall arrange for their absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of their ordinary working hours.

(iii) Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance shall first be furnished to the satisfaction of the Company.

(iv) Further the employee shall notify the Company as soon as possible of the time and the date upon which they are requesting to be absent for the purpose of donating blood.

38. PARENTAL LEAVE

38.1 Subject to the terms of this clause employees (including part time employees, but not employees engaged on a casual basis) are entitled to maternity, paternity and

adoption leave and to work part-time in connection with the birth or adoption of a child.

38.2 For the purpose of this clause a "child" means a child of the employee under the age of one year except in respect of the adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more;

38.3 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

38.4 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- a. for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- b. for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

MATERNITY LEAVE

38.5 An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

- a. a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- b. written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- c. a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

38.6 Subject to clause 38.5 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

38.7 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

38.8 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

38.9 Where leave is granted under clause 38.5, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

PATERNITY LEAVE

38.10 An employee will provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:

- a. a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- b. written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- c. a statutory declaration stating:
 - d. he will take that period of paternity leave to become the primary care-giver of a child;
 - e. particulars of any period of maternity leave sought or taken by his spouse; and
 - f. that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

38.11 The employee will not be in breach of clause 38.10 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

ADOPTION LEAVE

38.12 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

38.13 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- a. the employee is seeking adoption leave to become the primary care-giver of the child;
- b. particulars of any period of adoption leave sought or taken by the employee's spouse; and
- c. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

38.14 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

38.15 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

38.16 An employee seeking to adopt a child is entitled to up to two days unpaid leave, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave instead.

VARIATION OF PERIOD OF PARENTAL LEAVE

38.17 Unless agreed otherwise between the employer and employee, an employee may

apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

PARENTAL LEAVE AND OTHER ENTITLEMENTS

38.18 An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

TRANSFER TO A SAFE JOB

38.19 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it advisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

38.20 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

RETURNING TO WORK AFTER A PERIOD OF PARENTAL LEAVE:

38.21 An employee will notify the employer of their intention to return to work after a period of parental leave or to return to full time work after a period of part time employment, at least four weeks prior to the expiration of the leave.

38.22 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job or part time employment, the employee will be entitled to return to the position they held immediately before such transfer.

38.23 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

PART-TIME WORK

38.24 Employees responsible for the care of their children, or pregnant women, may agree with their employer to work part time up to the child's second birthday, or in the case of adoption for up to two years from the time of adoption.

38.25 Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

38.26 Before commencing a period of part-time employment under this clause the employee and the employer must agree:

- a. that the employee may work part-time;
- b. upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- c. upon the classification applying to the work to be performed; and
- d. upon the period of part-time employment.

38.27 The terms of this agreement or any variation to it shall be in writing and

retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

38.28 Transitional arrangements - annual leave

(a) An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.

(b) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(c) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

38.29 Transitional arrangements - sick leave

An employee working part-time under this sub-clause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

38.30 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

REPLACEMENT EMPLOYEES

38.21 A replacement employee is an employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave or as a result of an employee working part-time under this clause.

Before an employer engages a replacement employee the employer will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

39 UNPAID LEAVE

39.1 Permanent employees must exhaust all other applicable leave entitlements before an employee can apply for leave without pay.

39.2 Requests of unpaid leave of absence of no more than 3 months will be considered individually given the employee has a minimum of 12 months service at the site of the request.

39.3 Make up time may be offered as an alternative by the company where employees have the ability to attend work at an alternative time by mutual agreement.

39.4 Lateness of less than 1 hour will continue to be considered as unpaid and not be

deducted from other entitlements unless there is a specific request by the employee which is agreed to by the site management, eg Doctors appointment.

39.5 Casual and Limited tenure employees

Requests for unpaid leave of absence for a period of no more than 12 months will be considered individually provided the casual has been available for work with CML for a period of 6 months. No request will be unreasonably withheld.

PART 7 - OCCUPATIONAL HEALTH & SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

40. HEALTH AND SAFETY REPRESENTATIVE TRAINING

The Company will permit an employee who is elected as the health and safety representative to take such time off work with pay as is necessary or prescribed under the Occupational Health and Safety Act 1985(Vic) for the purposes of performing his or her functions or duties or taking part in any course of training relating to occupational health and safety which is approved by or conducted by the Victorian WorkCover Authority.

The operational requirements of the business, which must be genuine, will be taken into consideration when leave for Health and Safety representatives is requested.

41. ACCIDENT PAY

41.1 Definitions

The words hereunder shall bear the respective definitions set out herein: (i) Accident Pay

(a) Total incapacity - In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Workers' Compensation Act (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 9.1 (b) (i) of the Act for the week in question and the total 36 hour weekly rate for an employee which would have been payable under this Agreement for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, fares and travelling allowances, special rates or other similar payments.

(b) Partial incapacity - In the case of an employee who is or deemed to be partially incapacitated within the meaning of the Workers' Compensation Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under Section 9.1 (b) (ii) of the Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by the implication by the Workers' Compensation Board or as agreed between the parties) and the total 36 hours weekly rate for an employee which would have been payable under this Agreement for the employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of attendance bonus payment, shift premiums, overtime payments, fares and travelling allowances, special rates and other similar payments.

(c) The total 36 hour weekly Agreement rate above mentioned shall be the same as that applying for a total incapacity provided that where an employee receives a weekly payment under this Section and subsequently such payment is reduced pursuant to Section 9.6 (1) of the Act such reduction will not increase the liability of the Company to increase the amount of accident pay in respect of that injury.

(d) For the purposes of the calculation of the total 36 hour weekly Agreement rate in subparagraphs (i) and (ii) herein payments made to an employee arising from a production incentive earnings scheme (whether arising from a payment by result task or bonus scheme or however titled) shall not be taken into account; provided that where an employee is not in receipt of any form of weekly overaward payment production incentive bonus payments will be taken into account and the form and amount of such payments to be included in the rate of accident pay shall in the absence of agreement be determined in accordance with the provisions of clause 8 of this agreement.

(e) Payment for part of a week - where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata

(ii) Injury

Injury shall be given the same meaning and application as applying under the Workers' Compensation Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

(iii) Workers' Compensation Act

Means the Workers' Compensation Act 1958, as amended from time to time, of the State of Victoria.

41.2 Qualifications for Payment

Always subject to the terms of this clause, an employee covered by this Agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by the Company who is liable to pay compensation under the Act which said liability by the Company for accident pay may be discharged by another person on his behalf provided that:

(i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the Company by whom he was employed at the time of the incapacity and then only for such period as he receives a weekly payment under the Act. Provided that if an employee on partial incapacity cannot obtain suitable employment from the Company but such alternative employment is available with another Company then the relevant amount of accident pay shall still be payable

(ii) Provided further that in the case of the termination by the Company of an employee who is incapacitated and except for such termination would be entitled to accident pay and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

(a) the termination is due to serious and/or wilful misconduct on the part of the employee; or

(b) arises from a declaration of liquidation of the Company in which cases the employee's entitlement in the absence of agreement shall be referred to a Board of Reference to determine.

(iii) In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to the Company of the continuing payment of weekly workers' compensation payment.

(iv) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment illness such incapacity continues beyond the first two weeks and then subject to paragraph (c) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

(v) Provided that as to industrial diseases contracted by a gradual process or

injuries subject to recurrence, aggravation or acceleration (as provided in Section 3 of the Act) such injuries or diseases shall not be subject to accident pay unless the employee has been employed with the Company at the time of the incapacity for a minimum period of one month.

(vi) Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

(vii) An employee on engagement may be required to declare all workers compensation claims made in the previous 5 years and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit his entitlement to accident pay under this clause.

41.3 Maximum Period of Payment

The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total 39 weeks for any one injury as defined in paragraph (A) (b).

Provided further that in respect of an employee who incurs an injury on or after 19 November 1980 and becomes entitled to receive accident pay the aforesaid maximum period or periods shall be a total of 52 weeks for any one injury as defined in paragraph (A) (b).

41.4 Absences on Other Paid Leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

41.5 Notice of Injury

An employee upon receiving an injury for which he claims to be entitled to receive accident pay shall give notice in writing of the said injury to the Company as soon as reasonably practicable after the occurrence thereof, provided that such notice may be given by a representative of the employee.

41.6 Medical Examination

In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination-Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his fitness for work or specified work for which the employee is fit and such work is made available by the Company and refund by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

41.7 Redemption of Weekly Payments

Where there is a redemption of weekly compensation payments under the Act the Company's liability to pay accident pay shall cease as from the date of such redemption.

41.8 Civil Damages Claim

(i) An employee receiving or who has received accident pay shall advise the Company of any action he may institute or any claim he may make for damages. Further the employee shall, if requested, provide an authority to the Company entitling the Company to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where an employee obtains a judgement for damages in respect of an injury for which he has received accident pay or an action or claim for such damages is settled, the Company's liability to pay accident pay shall cease from the date of such

judgement or settlement; provided that the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Company, the employee shall pay to the Company any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(iii) Where an employee obtains a judgement for damages against a person other than the Company in respect of an injury for which he has received accident pay or an action or claim for such damages is settled the Company's liability to pay accident pay shall cease from the date of such judgement or settlement; provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Company the employee shall pay to the Company any amount of accident pay already received in respect of first injury by which the judgement or settlement has not been so reduced.

41.9 Insurance Against Liability

Nothing in this Agreement shall require the Company to insure against his liability for accident pay.

41.10 Variation in Compensation Rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

41.11 Death of Employee

All rights to accident pay shall cease on the death of an employee.

41.12 Board of Reference

In the event of any dispute arising out of the provisions of this clause the matter shall be referred to the Australian Industrial Relations Commission to determine.

42. TOOLS AND EQUIPMENT

The Company shall provide all tools which employees are required to use in the course of their work.

43. CLOTHING AND UNIFORMS

(i) Protective clothing, to remain the property of the Company, shall be supplied to any employee where it is agreed between the Union delegate or official and the Company at the job level, on a type of protective clothing taking into account the degree of dirty work involved in the work normally performed by the employee. Protective footwear, to remain the property of the Company, shall be supplied to any employee where it is agreed between the Union delegate or official and the Company.

(ii) Failing agreement between the Union delegate or official and the Company the matter will be discussed between an executive officer of the Union and the Company.

(iii) Provided further that where no agreement can be reached by the above parties the matter shall be dealt with by reference to the dispute resolution procedure as set out in this Agreement

(iv) The Company shall pay to an employee, who is supplied with protective clothing as provided for in this clause, a laundry allowance of \$5.60 per week provided the employee has attended work in that week,

(v) Where the Company, as a matter of practice previously laundered protective clothing as supplied to an employee, the allowance as set out in this subclause shall

be paid in lieu of the continuation of such practice,

(vi) The parties agree that where a uniform is provided to employees by the Company, the employees shall wear the uniform,

(vii) Where an employee refuses to wear the Company provided uniform the Company will consult the Union to determine an appropriate course of action to encourage the employee to wear the uniform,

(viii) Notwithstanding the above, where an employee refuses to wear the uniform provided, the Company shall not be required to pay a laundry allowance as specified in subclause 18.3 of this Agreement to the employee.

44. AMENITIES

44.1 Boiling Water

The Company shall provide boiling water for the use of employees at meal times.

44.2 Washing Facilities

The Company shall provide and maintain adequate washing facilities and where necessary and practicable, hot water shall be supplied.

44.3 Lockers

The Company shall provide a suitable locker which, where practicable shall be full length, for each employees.

44.4 Seating Accommodation

Employees shall be provided with suitable seating accommodation at their place of work where practicable.

44.5 First Aid Outfit and Allowance

In each place where employees are regularly employed, the Company shall provide and continuously maintain at a place or places reasonably accessible to all employees, an efficient first-aid outfit in accordance with the applicable Code.

An employee, qualified to St. John Ambulance standard or equivalent, appointed to act as the First Aid Attendant shall be paid the following allowance:

01/01/04	01/08/04	01/08/05	01/08/06
\$12.37	\$12.87	\$13.45	\$13.95

Should the Company require an employee to undertake a course to qualify to St. John Ambulance standard or equivalent; the Company shall pay for such costs of tuition and required texts (if any) as are prescribed by the Organisation conducting the course.

A maximum of one qualified first aid attendant per 50 employees at each site shall be appointed.

45. DAMAGE TO PRESCRIPTION SPECTACLES

The Company shall reimburse an employee for the damage to prescription spectacles if such damage occurs during the working period. Such reimbursement shall be to a maximum of \$200.00 per year per employee.

46. FLU INJECTIONS

The company will make available to all employees free flu vaccinations. The company will arrange for a trained person to attend the site on a given day to be available to employees. This will be on a once off basis per annum.

47. HEAT AGREEMENT

When the temperature in designated work areas in the Distribution Centre exceeds 35 degrees Celsius, the following rest period shall apply in addition to the morning rest period and lunch:-a Temperature in excess of 35 degrees Celsius -10 minute break per half hour.

PART EIGHT - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

48. NOTICEBOARD

The Company shall permit a noticeboard of reasonable dimensions to be erected in a prominent position in the warehouse or in separate buildings in each warehouse so that it will be reasonably accessible to all employees working under the Agreement. Accredited Union representatives shall be permitted to put on the noticeboard or boards formal Union notices.

49. AGREEMENT TO BE AVAILABLE

A copy of this Agreement shall be made available to employees covered by this Agreement should they request a copy.

50. RIGHT OF ENTRY

A duly accredited Union representative shall have the right to enter the Company's warehouses to inspect records and for the purposes of interviewing employees on legitimate Union business on the following conditions:

(i) The representative produces his/her authority to the Company 24 hours prior or less by mutual agreement.

(ii) That if possible, interviews be held in the meal area during the midday meal break.

(iii) Interviews held other than at the midday meal break extend no longer than ten minutes.

(iv) That not more than one representative be in the distribution centre at any one time.

(v) That no one representative visit a distribution centre more than once a fortnight.

(vi) That if the Company alleges that a representative is unduly interfering with the distribution centre or is creating disaffection amongst employees or is offensive in the methods used or is committing a breach of any of the previous conditions, such Company may refuse the right of entry.

(viii) The Company shall keep time and wages records showing the name of each employee, the hours worked each day, and the wages and overtime paid each week. The time and wages record shall be open for inspection to the accredited representative during the usual office hours, at the Company's office, or other convenient place, provided that only one demand for such inspection shall be made in any one fortnight and such demand shall not be made unless the Secretary of the Union suspects that a breach of this Agreement has been committed.

51. UNION RECOGNITION

51.1 For the purposes of this Agreement, the Company recognises the National Union of Workers (NUW) and the Australian Services Union (ASU) as the Unions that represent employees in related classifications who are covered by this agreement.

51.2 Delegates

The employer recognises the Union delegates who are elected by the employees as the on-site representatives of the union.

51.3 Delegates on-site business

Delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct on-site business including recruitment, with workers. Delegates off-site business

In addition, delegates will be allowed reasonable time off site on Union business without loss of ordinary pay by prior agreement with the employer. This Agreement will not be unreasonably withheld.

52 SUPPORT MEASURES FOR CONSULATION AND COMMUNICATION

52.1 The employer will continue to provide, subject to operational requirements, appropriate facilities for Union Delegates to conduct legitimate employee related business This shall include a location to store confidential information, the ability to conduct confidential discussions and contact the union utilising appropriate technology.

52.2 In the event a shop steward is required to attend meetings with the management in relation to employee related matters, he or she shall be paid for all time at relevant pay rates.

53 TIME AND WAGES RECORDS

The employer is required to keep time and wages records showing the name of each employee, the hours worked each day, and the wages overtime and allowances paid each week. These records are to be made available for inspection by an authorised representative of the union upon written request to the employer.

54 COPY OF THE AGREEMENT

Each employee shall be supplied with a copy of this agreement by request

55 UNION DELEGATES TRAINING

A union delegate may request leave with pay to attend courses/seminars conducted or approved by the Union, which are designed to promote good industrial relations and industrial efficiency within the distribution centre environment. The attendance at such courses and seminars is subject to approval by the company. The following conditions will apply:

- a. Unless otherwise agreed no more than 3 delegates (2 day shift and 1 afternoon shift) will attend a course at the same time;
- b. The Union will provide the Company with one month's notice before the start of the course and a course outline/content of the proposed course;
- c. The absence of the delegate/s on the course does not interfere with the operational requirements of the Distribution centre.
- d. Payment will be made for all normal work hours the Union delegate would have been

required to work during the Union training course

PART NINE OTHER

56. DEMARCATION

56.1 Removal of demarcation between the physical and clerical work performed at the Altona Distribution Centre.

56.2 Employees may be requested to work in any area of the Distribution Centre for short periods of time or to provide support for both planned & unplanned absences. Temporary movements will occur only when employees from other functional areas cannot be utilised. All such temporary movements will be voluntary. A number of employees may be trained to assist in any or all areas as required where appropriate training periods of up to six weeks may be undertaken. The only limitation on temporary replacements are legislative requirements, competencies, skills acquisition & utilisation, safety & opportunities. Time and circumstances for use include but are not limited to major sales such as the May, October and Stocktake sales, Christmas peak period & coverage for sick, long service leave, days off, etc.

56.3 Employees employed in a Clerical Capacity under Clause 14.2 of this Agreement will not be required to perform work on a permanent basis under the classification prescribed in Clause 14.1 of this Agreement, unless by mutual agreement.

56.4 Where an employee is required to provide ongoing support they may transfer on a temporary basis into the area. In the event of industrial action, employees will not be required to perform work outside their normal classification.

57. COMPETENCY STANDARDS

(i) During the Life of this Agreement, the parties undertake to address the following issues:

- Recognition of On the Job Skills
- Career paths and Structures
- Accuracy and Productivity Levels
- Commitment to On the Job training
- To identify On the Job responsibility

(ii) The parties undertake to develop a set of on site Warehousing and Distribution Competency Standards incorporating the skills, knowledge and responsibility used by warehouse employees within the Company's operations, at the nominated site.

(iii) The Company will undertake to consider aligning the skills currently held by the warehouse workforce and assess identified skills against the Myer Warehousing and Distribution competency standards, once developed. The Company undertakes to consider the use of competency based training packages available to the Warehousing industry to develop (where required) the skills of employees in accordance with identified competency standards.

58 SIGNATORIES TO THE AGREEMENT

Signed on behalf of
Coles Myer Logistics
258 Queensberry Street
Carlton, Victoria 3053

Date:

Signed on behalf of
National Union of Workers (NUW)

552 Victoria Street
North Melbourne, Victoria 3051

Date:

Signed on behalf of
Australian Services Union Private Sector
Branch (ASU)
Level 1
117 Capel Street
North Melbourne, Victoria 3051

Date:

APPENDIX A - BONUS SCHEME

The company undertakes to continue to offer, in conjunction with the committee of elected site representatives/ a Productivity Bonus scheme to enable employees to share in gains identified and delivered during the life of the agreement.

The maximum bonus is 2.5% of an employee's annual base salary. Bonus payments will be paid on a six monthly basis (where productivity gains have been achieved.)

It has been agreed that part of the changes to the bonus scheme will be the measure for absenteeism which will be determined on an individual basis.

APPENDIX B - DOMESTIC LEAVE

Any unused domestic leave as at 12th October 2004 may be taken until 31st December 2004, at which time the accrued leave will be lost. Effective 1st January 2005 domestic leave can only be taken within the provisions of this document.

Permanent employees, employed as at the 12th October 2004 will receive a once off payment of \$1200 (\$500 cash and \$700 of CML gift vouchers) This shall be paid upon certification of the 2004 agreement.