

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/196

TITLE: Kolotex Australia Pty Ltd (State) Warehouse Agreement 2000

I.R.C. NO: IRC00/3344

DATE APPROVED/COMMENCEMENT: 21 July 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 5

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all stores/warehouse employees engaged by the company
at its Leichhardt location**

**PARTIES: Kolotex Australia Pty Ltd -&- National Union of Workers, New South Wales
Branch**



MEMORANDUM OF AGREEMENT BETWEEN

KOLOTEX AUSTRALIA PTY LTD
(A.C.N. 002 716 716)

AND

NATIONAL UNION OF WORKER'S (NSW BRANCH)

This Agreement is arranged as follows:

<i>Clause No.</i>	<i>Subject</i>
7	Casual Employment
6	Flexibility of Labour
14	Grievance & Dispute Resolution
10	Hours
2	Intent of the Agreement
9	Job Security
5	No Extra Claims / Redundancy
8	Probationary period
11	Rostered Day Off
3	Scope Parties Bound and Duration of this Agreement
12	Sick Leave Bonus Payment
13	Superannuation
1	Title
4	Wage Increases/Allowances

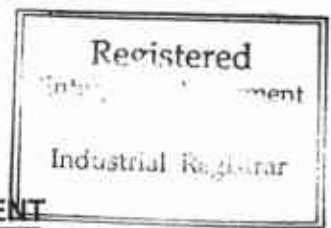
1. **TITLE**

This Agreement shall be known as the "Kolotex Australia Pty Ltd (State) Warehouse Agreement 2000".

2. **INTENT OF THE AGREEMENT**

This Agreement between Kolotex Australia Pty Ltd and the National Union of Worker's (NSW Branch) recognises the requirements for co-operative efforts by the parties to meet the agreed objectives of efficiency, participation and competitiveness to achieve performance which will ensure continued viability and job security.

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3. SCOPE PARTIES BOUND AND DURATION OF THIS AGREEMENT

- 3.1. This Agreement shall apply to all stores/warehouse employees engaged by Kolotex Australia Pty Ltd at its Leichhardt location. This Agreement shall be read so as to operate in conjunction with the Storemen and Packers General (State) Award and the extent that the provisions of this Award are inconsistent with the provisions of this Agreement, the provision of this Agreement shall apply to the extent of any inconsistencies.
- 3.2. It is the intention of the parties to continue the process of consultation to finalise, clarify and implement the detail of this Agreement into the workplace.
- 3.3. This Agreement shall operate from the beginning of the first complete pay period to commence on or after 1st June 2000 and shall remain in force until 31 May 2002.
- 3.4. Parties Bound by this Agreement:
- 3.4.1 This Agreement shall be binding upon Kolotex Australia Pty Ltd at 22 George Street, Leichhardt, New South Wales and its employees who are members or eligible to be members of the organisation listed in paragraph 3.4.2 below and are engaged in any of the classifications set out in the Storemen and Packers General (State) Award.
- 3.4.2 National Union of Worker's (NSW Branch).
- 3.5. The parties are committed to entering into negotiations on the terms to a new agreement three months before the expiry date of this Agreement. It is envisaged that the terms of the new agreement will be finalised three months thereafter. This new Agreement shall be filled with the Industrial Relations Commission of New South Wales for certification consequent upon the expiry of this Agreement.
- 3.6. This Agreement was not entered into under duress by any party to it.

4. WAGE INCREASES / ALLOWANCES

- 4.1. A wage increase of 3% shall be paid to all permanent employees covered by this agreement and shall apply from the first pay period to commence on or after 1st June 2000.
- 4.2. A second wage increase of 3.5% shall be paid to all permanent employees covered by this agreement and shall apply from the first pay period to commence on or after 1st June 2001.
- 4.3. The wage adjustment referred to in paragraphs 4.1 and 4.2 above shall be applied to current rates including the forklift rate that forms part of the ordinary rate of pay for those employees engaged in forklift operations.
- 4.4. The parties recognise that the agreement shall come into effect from the date of registration, however the company by administrative

action, shall implement the wage increases stated in paragraphs 4.1 and 4.2 above from the specified dates of effect.

- 4.5. The abovementioned wage increases shall be in substitution for any State Wage Case increase(s) or Industry Based Award increases which may occur during the life of this Agreement. Furthermore the rates of pay contained in this Agreement shall at no stage through-out the life of this Agreement fall below those contained in the Storemen and Packer's General (State) Award.
- 4.6. Allowances: For the life of this Agreement the meal money shall be \$8.00 per meal allowance and the First Aid Allowance shall be \$9.50 per week. The meal allowance shall be adjusted by a 3% increase to take effect from the first pay period to commence on or after 1st June 2001.

5. NO EXTRA CLAIMS / REDUNDANCY

There will be no extra claims during the life of this Agreement by any party, including parties not bound by this Agreement, except concerning redundancy where the parties are committed to further discussions should the need for redundancies arise. Leave is reserved for further negotiation on a redundancy package.

6. FLEXIBILITY OF LABOUR

- 6.1. All employees, weekly, part-time or casual shall be obliged and be prepared to work throughout the store/warehouse area across the range of all machines and equipment and processes to cover absenteeism/work demands.
- 6.2. The Company shall ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.

7. CASUAL EMPLOYMENT

The maximum number of casuals or transferred factory employees that may be used is three however further casual(s) may be engaged to replace absent permanent employees (i.e. two absent equals two additional employees if required) or where the appropriate delegate agrees that permanent employees are not being disadvantaged.

Transferred factory employees will be paid the permanent warehouse rate of pay for all time worked in excess of two hours on each occasion.

8. PROBATIONARY PERIOD

All weekly employees engaged by the company shall be required to serve a three week probationary period.

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9. JOB SECURITY

The Company agrees that for the term of this Agreement there will be no retrenchments of permanent employees due to increased efficiencies and/or flexibility arising out of this agreement.

10. HOURS

The ordinary hours of work shall be from 7.00am to 3.30pm Monday to Friday. Once having been fixed the commencing and finishing times of ordinary hours shall not be altered without consultation between the parties.

11. ROSTERED DAY OFF

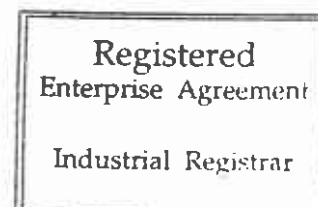
- 11.1 A Rostered Day Off (RDO) system shall apply based on two hours accrued by working two additional hours between 7.00am to 3.30pm Monday to Friday each week.
- 11.2 Management shall schedule each RDO and provide a minimum of seven days notice to take an RDO.
- 11.3 Management will consider individual requests for an RDO on their merit.

12. SICK LEAVE BONUS PAYMENT

- 12.1 A sick leave payment system shall apply where up to 10 sick days from the current year's sick leave entitlement may be paid subject to an employee maintaining a minimum bank of 10 sick days.
- 12.2 The payment shall be paid on the anniversary date of employment (to be paid in the next pay week) when the pay office will calculate the remaining sick leave hours for the year prior to the anniversary date and pay out a maximum of 10 sick days.
- 12.3 This is a voluntary system where each employee who wishes to participate must provide written notice to the pay office.
- 12.4 Any payment made to an employee shall be full discharge of the Company's liability for the payment of sick leave.

13. SUPERANNUATION

Company Superannuation contributions shall not be reduced for the life of this Agreement.



14. GRIEVANCE AND DISPUTES PROCEDURE

Grievance and disputes procedure shall be in accordance with Clause 5 Disputes Procedure of the Storemen and Packers General (State) Award.

Signed for and on behalf of

KOLOTEX AUSTRALIA PTY LTD

Date:

26/6/00



Signed for and on behalf of the

**NATIONAL UNION OF WORKERS
NEW SOUTH WALES BRANCH)**

Date:

13 0 JUN 2000



