

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/90

**TITLE: Royal Doulton Australia Pty Ltd (Warehouse) Enterprise Bargaining
(State) Agreement 2000-2001**

I.R.C. NO: 2000/5450

DATE APPROVED/COMMENCEMENT: 8 December 2000/1 March 2000

TERM: _____ 18 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 27 April 2001

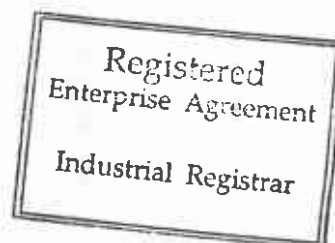
DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

**EMPLOYEES: Applies to all employees engaged pursuant to the Storemen and Packers
General (State) Award**

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





ROYAL DOULTON

Royal Doulton Australia Pty Limited

A.C.N. 000 078 562

17-23 Merriwa Street Gordon NSW PO Box 47 Gordon 2072 Australia
Telephone 9499 1900 Facsimile 9499 2763

ROYAL DOULTON AUSTRALIA PTY LIMITED (WAREHOUSE) ENTERPRISE BARGAINING AGREEMENT 2000-2001

1. TITLE OF AGREEMENT

This agreement shall be known as the Royal Doulton Australia Pty Limited (Warehouse) Enterprise Bargaining (State) Agreement 2000-2001.

2. CLAUSE INDEX

1. Title of Agreement
2. Clause Index
3. Parties to the Agreement
4. Relationship to Parent Awards
5. Term of Agreement
6. No Extra Claims
7. Review of the Agreement
8. Wage Adjustments
9. Frequency of Payment of Wages
10. Grievance/Dispute Settlement procedure
11. Redundancy Provisions
12. Signatories to the Agreement

PART A PRELIMINARY MATTERS

3. PARTIES TO THE AGREEMENT

This agreement shall be binding on:

- (a) Royal Doulton Australia Pty Limited, located at 17-23 Merriwa Street, Gordon, Sydney NSW, (Hereafter known as "The Company" or "The Business"). In the event of relocation of the business, the agreement shall continue to apply.
- (b) the National Union of Workers, NSW Branch

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- (c) All employees employed by the company who are engaged in any of the classifications specified in the Storeman and Packers General (State) Award.

4. RELATIONSHIP TO PARENT AWARDS

It has been determined by the parties to this agreement that this agreement shall be read and interpreted in conjunction with the Storemen and Packers, General (State) Award.

Provided that where there is any inconsistency between the Storemen and Packers, General (State) Award and this agreement, this agreement shall prevail to the extent of the inconsistency.

5. TERM OF AGREEMENT

This agreement shall commence from the first full pay period on or after 1 March 2000, and shall remain in force until 1 September 2001.

6. NO EXTRA CLAIMS

With the exception of redundancy, there shall be no further claims by either party during the term of this agreement.

7. REVIEW OF THE AGREEMENT

The parties agree to review this agreement no later than 2 months prior to the end of its term.

PART B WAGE ADJUSTMENT

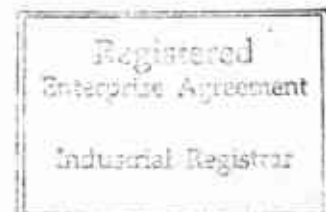
8. WAGE ADJUSTMENTS

The following wage increases shall apply to all employees in the classifications covered by the Storemen and Packers General (State) Award.

The wage increases shall be in two stages. On and from 1 March 2000 there will be a wage increase for Level 2 employees of 5.06% from \$461.92 to \$485.30 per week and a wage increase for Level 3 employees of 6.29% from a revised \$476.00 (includes \$6.44 per week backpay from 6/10/99) to \$505.95 per week. On and from 6 October 2000 there will be a flat wage increase of \$15 for all employees, representing the anticipated increase to the minimum wage rate for all employees following the State Wage Case 2000.

The rates are inclusive of payment for the costs associated with wage payment by Electronic Funds Transfer, in accordance with clause 12 of the Storemen & Packers General (State) Award.

The rates are inclusive of payment of china packing allowance (Grade 2 and 3 employees) and forklift allowance (forklift drivers only).



The wages from 1st March 2000 will be as follows:

Storeman and Packer Level 2

Storeman & Packer General(State) Award	\$439.70
Plus agreed 8%	\$35.18
Plus China Packing allowance	\$10.42
Total	\$485.30
Plus (from 6/10/00)	\$15.00
Total from (6/10/00)	\$500.30

Storeman and Packer Level 3

Storeman & Packers General (State) Award	\$445.50
Plus agreed 6.7%	\$29.89
Plus China Packing allowance	\$10.42
Plus Forklift allowance	\$20.14
Total	\$505.95
Plus from (6/10/00)	\$15.00
Total from (6/10/00)	\$520.95

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9. **FREQUENCY OF PAYMENT OF WAGES**

The employees have agreed to change the frequency of payment of wages from weekly to fortnightly.

PART C GRIEVANCE/DISPUTE SETTLEMENT AND COUNSELLING PROCEDURE

10. **GRIEVANCE/DISPUTE SETTLEMENT PROCEDURE**

1. The purpose of this grievance and dispute procedure is to resolve all normal work related problems that may arise, as quickly and effectively as possible.
2. When a problem, concern or grievance arises, the employee in the first instance should discuss the matter with their supervisor. This will permit the supervisor with the opportunity to resolve the problem, concern or grievance. If the supervisor is unable to resolve the matter in a short time, the employee will be told what further time will be required.
3. If the matter is not resolved between the employee and the supervisor, the employee may refer the matter to the union delegate and/or ask their supervisor to refer the matter to the manager responsible for the supervisor.
4. If the employee refers the matter to the union delegate, the union delegate shall then consult with the appropriate representative of management. If the union delegate considers it appropriate, they may refer the matter to the Secretary of the Union (or his/her representative) and this official shall discuss the matter with a senior representative of the company.

- 5. Depending on the seriousness of the matter, at any stage, either the management may call the employees together to fully discuss the matter, or the employees can request a meeting with management for the same reason. This type of meeting would be on paid time.
- 6. The parties shall at all times confer in good faith and without undue delay.
- 7. During the discussions, the "status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 8. If the matter remains unresolved, either party may refer it to the NSW Industrial Relations Commission for resolution.

11. **REDUNDANCY PROVISIONS**

In the event that redundancy of permanent employees arises during the term of this Agreement, the parties agree to confer on appropriate redundancy arrangements.

12. **SIGNATORIES TO THE AGREEMENT**

**SIGNED FOR AND ON BEHALF OF
ROYAL DOULTON AUSTRALIA PTY LIMITED**

SIGNED..... Paul Ghal

WITNESSED BY..... [Signature]

DATE 4/10/00



**SIGNED FOR AND ON BEHALF OF THE WAREHOUSE
EMPLOYEES OF
ROYAL DOULTON AUSTRALIA PTY LIMITED**

NATIONAL UNION OF WORKERS (NSW BRANCH)

SIGNED..... [Signature]

DATE 5 OCT 2000