

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/80

TITLE: Bonds Industries Ltd (Minto) and Ancillary Warehouses Agreement 2001

I.R.C. NO: 2001/7546

DATE APPROVED/COMMENCEMENT: 18 December 2001/1 October 2001

TERM: 30 September 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA00/110

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by Bonds Distribution Centre located at Minto, the ancillary dedicated finished goods warehouse located at Wentworthville and any other finished goods warehouses operated by Bonds in NSW who are covered by the Storemen and Packers General (State) Award

PARTIES: Bonds Industries Limited -&- the National Union of Workers, New South Wales Branch



B7

NEW SOUTH WALES INDUSTRIAL RELATIONS COMMISSION
Industrial Relations Act 1996

Application for a Certified Agreement
Bonds Industries Limited

Registered
Enterprise Agreement

Industrial Registrar

STOREMEN AND PACKERS, GENERAL (STATE) AWARD

ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be referred to as the Bonds Industries Ltd (MINTO) and Ancillary warehouses Agreement 2001. It replaces the Bonds Industries Ltd (MINTO) Agreement 1999.

2. ARRANGEMENT

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3. APPLICATION OF AGREEMENT

This Agreement shall apply to the Bonds Distribution Centre located at Minto, the ancillary dedicated finished goods warehouse located at Wentworthville and any other finished goods warehouses operated by Bonds in New South Wales, ~~in respect to all~~ award employees employed at these sites.

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4. PARTIES BOUND

The parties to this Agreement shall be Bonds Industries Limited and the National Union of Workers (New South Wales Branch), and shall apply to all existing and future award employees at these sites.

5. DATE, PERIOD AND REVIEW OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence from 1st October 2001 and shall remain in force until 30 September 2003.

Three months prior to the expiration of this Agreement, the parties undertake to formally review its performance and to negotiate a further agreement.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen and Packers General (State) Award (*the parent award*).

Provided that to the extent of any inconsistency between the Award and the Agreement the latter shall prevail.

7. SPREAD OF HOURS

The ordinary hours of work Monday to Friday shall be worked, except for meal breaks, at the discretion of the Company as follows:

6.00 am to 6.00 pm

8. RATES OF PAY

These rates of pay reflect those following the introduction of the new skills-based classification structure introduced as per the terms and conditions contained within clause 26 of the Bonds Industries Ltd (MINTO) Agreement 1993 and as outlined at Appendix A.

Any person appointed to a full-time position shall now be required to remain at the Grade 1 level for a period of not less than six (6) months nor more than that contained in Appendix A.

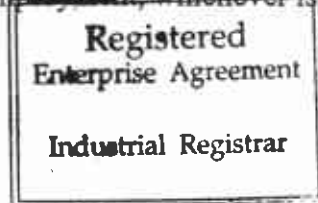
8.1 Rates of Pay

<u>Position</u>		<u>Existing Award Rate</u>	<u>Existing Bonds Rate</u>	<u>1.10.01</u>	<u>1.10.02</u>
Storeperson	1	\$ 452.70	\$ 548.20	\$570.10	592.90
	2	\$ 467.70	\$ 556.50	\$578.80	602.00
	3	\$ 473.50	\$ 572.00	\$594.90	618.70
	4	\$ 492.30	\$ 594.00	\$617.80	642.50
	5	\$ 507.20	\$ 626.20	\$651.20	677.20

8.2 Wage Increases

8.2.1 The proposed rates of pay contained in Clause 8.1 represent an increase on the existing rate of 4% effective from the first full pay period commencing on or after 1st October 2001 and a further 4% effective from the first pay period commencing on or after 1st October 2002.

8.2.2 The rates of pay contained in clause 8.1 of this Agreement take effect on and from the date of registration. Employees covered by this Agreement as at the date of registration will be paid the rate of pay in accordance with Clause 8.1 on and from 1 October 2001 or from their date of employment, whichever is the later.



9. PAYMENT OF WAGES

Payment of wages will be on a weekly basis by direct payment into an account nominated by the employee.

It still remains the Company's intention to move to a fortnightly payroll for all employees party to this agreement during the life of this Agreement (as per the terms of the last Agreement). The transition to the fortnightly pay will be done in such a way as to ensure that employees are not inconvenienced in moving from weekly to fortnightly pays.

Casuals will continue to be paid in accordance with the requirement of the parent award.

10. MEAL AND TEA BREAKS

As per Storemen and Packers General (State) Award.

11. CASUAL EMPLOYMENT

A casual employee is one engaged and paid as such. A casual employee for working agreed time shall be paid 1/38th of the casual rate of pay prescribed plus a loading of 15%. In addition, a further 1/12 of the ordinary rate of pay shall be paid in accordance with the Annual Holidays Act 1944.

A casual employee shall be paid ordinary time rate for up to 7.6 hours per day. A casual employee at the time of offer of casual work will be provided with a commencing time and a finishing time. The Minto Distribution Centre and ancillary warehouse operates on a job completion basis. Acceptance of casual employment is on the basis that the work which has been planned for that day is to be completed prior to completing the shift.

All casual employees are required to continue to commence jobs up until the completion of their shift. It is anticipated that, except in exceptional circumstances, this will not occur on a regular basis and, as a general rule, should not exceed one (1) hour in duration from the finishing time advised.

After a casual employee has worked up to 7.6 hours per day these provisions do not apply in the event that overtime is offered, although there is a general expectation, as per the terms and conditions of the parent award, that reasonable amounts of overtime will be worked.

12. INDUCTION

The parties agree to continue the development and implementation of an induction program for all new employees at our warehouse sites.

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13. ANNUAL LEAVE

Annual leave arrangements shall be taken to minimise disruption and to manage productivity consistently throughout the year.

The terms and conditions as prescribed in Clause 27 of the Storemen & Packers General (State) Award, will be applicable.

With prior approval of the Company, an employee may take annual leave in separate periods subject to the provisions of the Annual Holidays Act 1944.

Under normal circumstances the site will operate 52 weeks per year and the Company's approval of annual leave will have regard for the effective operation of the Warehouse at all times. Annual leave will not be taken in busy periods in normal circumstances. However, leave may be taken by mutual agreement between the employee and the Distribution Manager taking into account individual circumstances.

Busy period is defined as July to Christmas.

14.1 SICK LEAVE/FAMILY LEAVE

The sick leave provisions contained in Clause 26 of the Storemen and Packers General (State) Award shall apply.

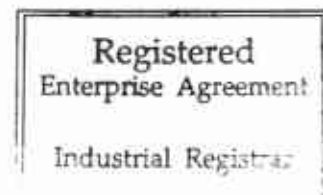
14.1.1 Use of Sick Leave

An employee with responsibilities in relation to a class of person set out in 14.1(ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after the certification of this Enterprise Agreement for absences to provide care and support for such persons when they are ill.

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

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

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned 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; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or



- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

An 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.

14.1.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the company to take unpaid leave for the purpose of providing care and support to a class of person set out above in 14.1(ii).

14.1.3 Annual Leave

To give effect to this clause, an employee may elect, with the consent of the company, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.

Access to annual leave, as prescribed above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

14.1.4 Make-up Time

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, at the ordinary rate of pay.



14.1.5 Grievance Process

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

14.2 **PAYOUT OF UNUSED SICK LEAVE**

- 14.2.1 Under the provisions of this clause payout of unused sick leave will only be eligible on the anniversary date of the employee after the commencement of this agreement (ie. after 1st October 1999).
- 14.2.2 The terms and conditions of this clause apply only to sick leave accrued during the life of this agreement.
- 14.2.3 Subject to the above, after a twelve month period has elapsed any sick leave from the current years annual accrual, which remains untaken, can be elected by the employee concerned to be paid out in the first available pay period in December of that year during which the entitlement becomes payable. Up to a maximum of ten days only can be paid out and the first year of operation in which this will be effective the period December 2000.
- 14.2.4 All sick leave taken in any year is debited from that years credits prior to any calculation for payout. An example is provided below. All other sick leave entitlements which have been accrued prior to the operational effectiveness of this clause are preserved and are available to be used as necessary but will not be paid out under the terms and conditions of this clause (which is not retrospective).
- eg. an employee's anniversary date is the 1st November 1999. An employee becomes entitled to a further ten days sick leave (under terms and conditions consistent with the parent award) at that date. The employee already has accrued from previous accruals ten days in credit. Over the twelve month period the employee in question takes a total of five days sick leave. That employee on the anniversary date (ie. 1st November 2000) is eligible to be paid out a maximum of five days sick leave in the first available pay period in December of that year). (Please note that the previous accrued ten days is still available to the employee if required for sick leave purposes but not for payment).
- 14.2.5 As soon as practicable, after an anniversary date, an employee shall inform the management whether they wish to accrue their sick leave or receive a payout under the terms and conditions outlined above. Once a decision has been made that decision becomes final and cannot be amended.



15. WORKERS COMPENSATION

Where an employee is incapacitated as a result of an injury arising out of or in the course of his/her employment and is entitled to weekly benefits within the terms of the Workers Compensation Act 1987, weekly benefits will be paid in accordance with the Act at the rate per week which the worker was being remunerated at the time of injury and calculated by reference to the roster of work for each employee. All employees will be subject to the Company's Rehabilitation Policy established in accordance with the Company's obligations under the Act.

16. BEHAVIOUR CODE

It is a condition of employment that while employees are at work they shall behave in a fair, safe and honest manner and the Company shall do likewise and that the following will not be acceptable:

misconduct, fighting, theft, removing Company property without approval, wilfully damaging Company property, abuse of management or employees, contravening Company safety standards

17. VISITOR SAFETY

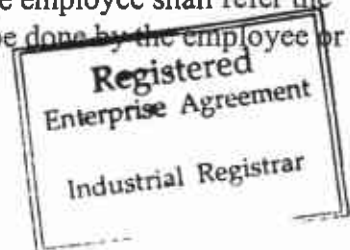
The parties agree that visitor safety requirements will be observed by visitors including Union Officials and employees.

18. AVOIDANCE OF INDUSTRIAL DISPUTES

It is agreed that in order to avoid industrial action in relation to any particular dispute, the parties to the dispute will ensure that the following procedure is followed responsibly and expeditiously.

18.1 All matters in dispute between the Company and any employees shall first be referred to the Leading Hand in the area in which the dispute arises. This will be done by the employee. In order to resolve the dispute, the Leading Hand may need to consult with other levels of line management responsible for that area.

18.2 In the event of failure to resolve the dispute, the employee shall refer the dispute to the Warehouse Manager. This can be done by the employee or by the employee's representative.



- 18.3 If the matter is still unresolved it shall be referred to the Distribution Manager who may request the involvement of the Human Resources Manager, and the Union Delegate may request the involvement of the Union Organiser. If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for assistance in resolving the dispute. At any meeting convened by the Commission the parties will use their best endeavours to resolve the matter by conciliation.
- 18.4 The time taken for all the procedural steps up to 18.3 should be completed within three working days.
- 18.5 Without prejudice to either party whilst these procedural steps are being followed, work should continue normally and the status quo shall remain. Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 18.6 At any time either party shall have the right to notify the dispute to the relevant Industrial Registrar.
- 18.7 Any action of the parties to this Agreement taken outside the bounds of this procedure shall not be taken without consultation with all Minto employees or their representative.

19. OCCUPATIONAL HEALTH AND SAFETY

The parties agree to adhere to OH&S objectives set by the Site Safety Committee to - minimise losses suffered by both employees and the Company.

All employees will actively ensure that safe working practices are complied with at all times. Employees are empowered to ensure that any person within the work environment can be requested to comply with a reasonable request in relation to an Occupational Health and Safety site matter. Failure to do so will result in the employee notifying a representative of the site Safety Committee for further action.

20. LABOUR FLEXIBILITY

Employees and Management agree to provide flexibility of labour:

- 20.1 No demarcation between sections, departments or divisions.



21. SMOKE FREE WORKPLACE

The parties agree to the establishment and maintenance of Bonds Warehouses as a smoke free workplace.

Smoking shall not be permitted within the building at any time.

22. FOR FURTHER DISCUSSION

It is observed that overtime adds significantly to the overall operating expenditure of this site and the Consultative Committee will endeavour to address this aspect of expenditure and take steps to reduce this cost.

23. NEW TECHNOLOGY

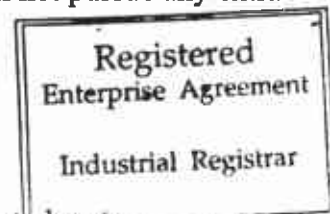
The parties are committed to sharing the responsibility for achieving the commitment from all employees to effect the installation of all new plant equipment and technology for production or trialing purposes with no disruption to the business and recognising that work load adjustments will be in accordance with accepted work measurement recommendations through the process of consultation.

24. NO EXTRA CLAIMS

The parties agree that for the life of this Agreement, they will not pursue any extra wage claims.

25. NO DURESS

This Agreement was not entered into under duress by any party hereto.



26. INCOME PROTECTION INSURANCE

It is recognised by all parties to this agreement that an integral part of the bargaining process is the payment by the company, on behalf of the employees, of income protection insurance. This income protection insurance has been independently assessed by the insurer (and accepted by all parties to the agreement) as representative of a percentage of approximately 1%.

27. REDUNDANCY

See Appendix I

Signed for and on behalf of:

BONDS INDUSTRIES LTD

R. Behnke
.....
R. Behnke
HUMAN RESOURCES MANAGER

15/11/2001
.....
Date

NATIONAL UNION OF WORKERS

Derrick Belan
.....
STATE SECRETARY

16 Nov 2001
.....
Date



REDUNDANCY AGREEMENT

APPENDIX I

BETWEEN THE NATIONAL UNION OF WORKERS AND BONDS INDUSTRIES LIMITED

1. A minimum of six weeks notice of redundancy will be given by the company to the affected employees on announcement of a closure of a mill or section.

A minimum of four weeks notice will be given to employees under all other circumstances of retrenchment.

2. One week ex gratia payment.
3. Three weeks severance pay for each completed year of service.
4. Payment of all untaken Sick Leave .
5. Pro rata Long Service payment after three years.
6. 17½% loading on pro rata Annual Leave.
7. Full superannuation benefits will be paid out on the basis of all employees and all employer contributions and interest thereon, subject to the Trust Deeds of the Funds.
8. An age allowance of 25% in addition to Items 2. And 3. For employees over forty-five years of age.
9. Any employee may leave during the period of notice without loss of the above redundancy provisions. Redundancy provisions will only apply after the giving of notice to individual employees.
10. Those employees who are placed in alternative employment, if during the first three months of placement the alternative employment is not acceptable to the employee or the employee is not acceptable to the employer, all provisions of this agreement will apply.



Neither this agreement nor any part thereof shall be used by any party to this agreement as evidence or example before any court or tribunal in respect of claims, demands or proceedings by or against any other establishment of Bonds Industries or any subsidiary or associated companies or other employers or trade unions.