REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA00/87

TITLE: Nutrimetics International (Australia) Certified Agreement 1999

I.R.C. NO:

00/478

DATE APPROVED/COMMENCEMENT: 28 February 2000 and commenced 1 January 1999

TERM:

31 December 2000

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

28 April 2000

DATE TERMINATED:

NUMBER OF PAGES:

4

COVERAGE/DESCRIPTION OF

EMPLOYEES:

It applies to all employees who are bound by the NSW

Storeman and Packers General (State) Award

PARTIES:

National Union of Workers, New South Wales Branch -&-

Nutrimetics International (Australia) Pty Ltd



Nutrimetics International (Australia) ENTERPRISE AGREEMENT 1999

1. TITLE

This Agreement shall be known as the Nutrimetics International (Australia) Certified Agreement 1999.

2. ARRANGEMENT

The agreement is arranged as follows:

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3. APPLICATION

This Agreement shall apply to Nutrimetics International (Australia) at 102 Elliott Street, Balmain, NSW, 2041 to all employees who are bound by the terms of the NSW Storeman and Packers General (State) Award.

4. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- a. Nutrimetics International (Australia) Pty Ltd.
- b. All employees of Nutrimetics at 102 Elliott Street Balmain whose terms and conditions of employment are regulated by NSW Storeman and Packers Award whether members of the organisations of employees listed in subclause (c) hereof or not.
- c. The organisations that represent the employees defined in (b), namely: The National Union of Workers New South Wales Branch;

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from 1 January 1999 to 31 December 2000.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the NSW Storeman and Packers Award as varied during the life of this agreement provided that where there is any inconsistency between this Agreement and the NSW Storeman and Packers Award, this Agreement, shall take precedence to the extent of the inconsistency.

Existing over-award payments, conditions of employment and current superannuation arrangement shall continue to apply as if they were a term of this agreement, except where the expressly stipulated terms of this agreement provide otherwise.

An employee commencing his or her employment with the Company after the date on which this agreement comes into operation shall be employed in accordance with the terms of this agreement. Further, the parties agree that no employee, including apprentices and trainees, shall be employed other than under the terms of this agreement.

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7. RELATIONSHIP TO OTHER AGREEMENTS/PREVIOUS ENTERPRISE AGREEMENT

This agreement shall displace the operation of the previous Balmain Warehouse agreement which expired in September 1998.

8. ENTERPRISE SPECIFIC ISSUES

CONSULTATION

The employer will consult with any employees subject to this agreement, who are affected by changes which occur during the life of this agreement. Such consultation shall occur as follows: discussion with shop stewards, and union organisers of the relevant union.

LAUNDRY ALLOWANCE

A laundry allowance of \$5.00 per week will be paid to each employee who has a company uniform.

MEAL ALLOWANCE

A meal allowance of \$8.00 will be granted whenever an employee is required to work more that one hour overtime after a normal days work.

RENEGOTIATION OF AGREEMENT

The parties to this agreement will commence negotiations for a replacement agreement upon receipt of written submissions from the union, no earlier than three months prior to the nominated expiry date of this agreement.

UNIFORMS

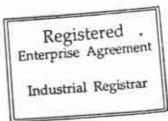
All permanent staff will receive three sets of uniforms (each) for the duration of this agreement.

UNION RECOGNITION AND MEMBERSHIP

Nutrimetics recognises The National Union of Workers New South Wales Branch as the appropriate union for employees covered by this agreement to join.

Nutrimetics shall deduct union fees from employee's pay provided there is a valid authority from the employee allowing such deductions. This shall be done at the each pay cycle and remitted monthly to the union with the necessary information for reconciliation to occur.

New employees will be referred to this provision of the agreement and introduced to the union's delegates.



9. WAGES

- a. Wages will be increased as follows for the employees subject to this agreement:- i. a 4% in the hourly rate and backdated to 1 January 1999. ii. a 4% increase in the hourly rate will be payable from 1 January 2000 as at 31 December 1999.
- b. The wage increases specified in subclause (a) of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall constitute part of the all purpose rate of pay in respect of employees subject to this Agreement.

10. NO EXTRA CLAIMS

It is a term of this Agreement that the Unions and each of the employees bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement as specified in Clause 5.

11. AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the Avoidance of Industrial Disputes procedure under the organisations grievance procedure.

Signed Agreement

Agreed upon on behalf of Nutrimetics International Pty Ltd

Carel Bothma

Human Resources Manager

Maha

Witness

Peter Archer

National operations Manager

Agreed upon on behalf of the National Union of Workers

Secretary.

National Union of Workers New South Wales Branch Witness

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