

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/283

TITLE: Kolotex Australia Pty Ltd (State) Warehouse Agreement 2002

I.R.C. NO: IRC02/3805

DATE APPROVED/COMMENCEMENT: 18 July 2002/1 June 2002

TERM: 31 May 2004

NEW AGREEMENT OR VARIATION: Replaces EA00/196

GAZETTAL REFERENCE: 13 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all stores/warehouse employees engaged by Kolotex Australia Pty Ltd at its Leichhardt location who fall within the coverage of Storemen and Packers, General (State) Award.

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

MEMORANDUM OF AGREEMENT BETWEEN

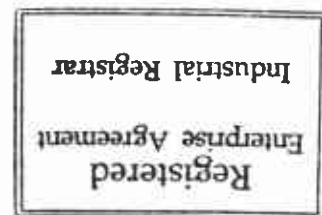
KOLOTEX AUSTRALIA PTY LTD
(A.C.N. 002 716 716)

AND

NATIONAL UNION OF WORKER'S (NSW BRANCH)

This Agreement is arranged as follows:

Clause No.	Subject
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6	Flexibility of Labour
14	Grievance & Dispute Resolution
10	Hours
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8	Probationary period
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1	Title
15	Transmission of Business
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17	Union Representation and Membership
4	Wage Increases/Allowances



1. TITLE

This Agreement shall be known as the "Kolotex Australia Pty Ltd (State) Warehouse Agreement 2002".

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.

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 2002 and shall remain in force until 31 May 2004.
- 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 3.5% 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 2002.
- 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 2003.
- 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 3.5% increase to take effect from the first pay period to commence on or after 1st June 2003.

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.

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.

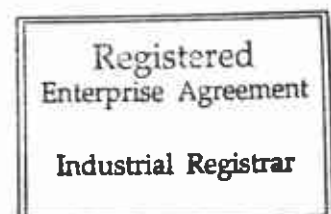
12.2 The payment shall be paid on the anniversary date of employment (to be paid in the next pay week) when the pay office will calculate the remaining sick leave hours for the year prior to the anniversary date and pay out a maximum of 10 sick days.

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. All other conditions are as per the Storemen and Packer's General (State) Award.

15. TRANSMISSION OF BUSINESS

This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

16. UNION DELEGATE

- 16.1 Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the Union to the Employer, the said Union delegate shall be allowed by the Employee, such time as necessary to interview Employees and the Employer or Employers Representative on matters affecting the employees whom the delegate represents.
- 16.2 The elected union delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate Union business off-site, subject to 16.3. Such delegate shall be allowed up to ten (10) days leave per year.
- 16.3 The employer must be given a detailed agenda of the legitimate Union business prior to the leave being granted, and will be subject to the employer's operational needs at the time

17. UNION RECOGNITION AND MEMBERSHIP

- 17.1 Kolotex Australia Pty Ltd recognises the National Union of Workers New South Wales Branch (NUW) as the union representing all employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- 17.2 It is the policy of Kolotex Australia Pty Ltd that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers New South Wales Branch.
- 17.3 Kolotex Australia Pty Ltd will upon authorisation deduct Union membership dues, as levied by the National Union of Workers New South Wales Branch in accordance with its rules, from the pay of Employees who are members of the National Union of Workers New South Wales Branch at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.
- 17.4 All new Employees shall be advised of the matters set out in 17.1, 17.2 & 17.3 above and shall be introduced to the site NUW delegate upon being accepted for employment.



Signed for and on behalf of

KOLOTEX AUSTRALIA PTY LTD

Date:

21-6-2002



Signed for and on behalf of the

NATIONAL UNION OF WORKER'S (NSW BRANCH)

Date:

26-6-2002

