

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/92

TITLE: Health Minders Limited National Union of Workers New South Wales Branch Agreement 2001

I.R.C. NO: 2001/776

DATE APPROVED/COMMENCEMENT: 1 March 2001

TERM: 1 March 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 12 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF EMPLOYEES: Only applies to those employees of the company (full time or casual) and contract labour engaged at the site in the warehouse and distribution function who are covered by the Storemen and Packers General (State) Award.

PARTIES: Health Minders Limited -&- the National Union of Workers, New South Wales Branch





Health Minders Limited

Australia's Leading Health Food Distributor

A.C.N. 002 202 913

A.B.N. 99 002 202 913

316 Horsley Road, Milperra NSW 2214

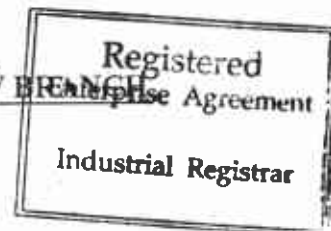
Locked Bag 270, Milperra BC Australia 1891

Telephone: (02) 9772 7100

Fax: (02) 9773 1473

HEALTH MINDERS LIMITED
NATIONAL UNION OF WORKERS NSW BRANCH

AGREEMENT 2001



1. PARTIES

The parties to this agreement are Health Minders Limited (ABN 99 002 202 913) of 316 Horsley Road Milperra NSW 2214 ("the Company") and the National Union of Workers, NSW Branch ("the Union").

2. APPLICATION

This agreement shall apply only to those employees of the Company (full time or casual) and contract labour engaged at the site in the warehouse and distribution function that are employed under the Storemen and Packers General (State) Award ("the Parent Award").

3. PERIOD OF OPERATION

This agreement shall operate for a period of two years from the date of approval by the New South Wales Industrial Relations Commission.

4. RELATIONSHIP TO THE PARENT AWARD

This agreement establishes a number of site specific conditions of employment for those employees covered by this agreement. The Parent Award regulates other conditions of employment not dealt with by this agreement.

Where there is any inconsistency between this agreement and the Parent Award, this agreement shall apply.

5. AGREEMENT PROVIDED TO EMPLOYEES

A copy of this agreement shall be provided to any employee covered by this agreement upon request. Any new employee joining the company during the life of the agreement shall be provided with a copy of the agreement.

6. SAVINGS CLAUSE

No employee shall have any of their entitlements, either award or over-award, reduced as result of the implementation of this agreement.

7. CONSULTATION

The parties shall hold regular discussions on workplace issues with a view to improving workplace productivity and providing a satisfying working environment for employees.

8 RE-NEGOTIATION OF THE AGREEMENT

The parties shall commence negotiations for an agreement to succeed this agreement three months prior to the nominal expiry date of this agreement.

9 DISPUTES PROCEDURE

9.1 An employee with a grievance shall, at first instance, refer the grievance to the employee's immediate supervisor to attempt to resolve the matter. The employee has the right to request that a union delegate be present.

9.2 Failing a resolution being reached, the individual employee or union delegate may refer the matter to the National Distribution & Customer Service Manager.

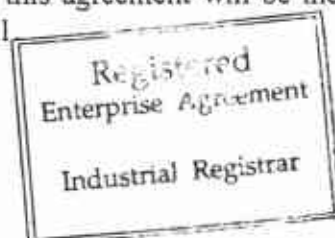
9.3 Failing a resolution being reached, the union delegate shall refer this matter to the union Organiser, who shall have discussions with the Company to attempt to resolve the matter.

9.4 Failing a resolution of this matter, either party shall have the right to notify the dispute to the Industrial Registrar.

9.5 During the operation of this procedure until resolution, the status-quo shall remain and work shall proceed normally.

10 WAGE INCREASES

10.1 The wages of all employees covered by this agreement will be increased by 6% effective from the 2nd January 2001.



10.2 On 2nd January 2002, a further 6% wage increase shall be applied to the wages of employees covered by this agreement.

11. HOURS OF WORK

11.1 DAYS OF ATTENDANCE AND MEAL BREAKS

The required hours of attendance for employees under this agreement shall be from Monday to Friday. The meal breaks taken during shift shall be:

Morning Tea:	12mins
Lunch:	30mins
Afternoon Tea:	10mins

The spread of hours on each day shall be as follows:

11.2 FIRST TRADING DAY OF THE MONTH

Commence:	7.50am
Finish:	4.30pm.

11.3 ALL OTHER DAYS - MONDAY TO FRIDAY

Commence:	6.50am
Finish:	3.30pm.

12. RDO SYSTEM

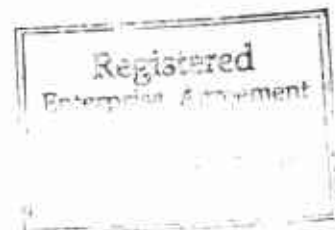
Each employee shall accrue up to 12 Rostered Days Off (RDO) per year subject to the following conditions:

12.1 No RDO hours are to accrued during leave.

12.2 A rostering system for the allocation of RDO's shall be established to ensure a fair allocation of days and an even spread of days taken across the available days.

12.3 No RDO shall be taken during the first 10 working days of each month.

12.4 An RDO shall be taken when allocated, unless special circumstances can be established. The parties acknowledge that this process will be the exception rather the rule. Approval of the National Distribution & Customer Service Manager shall be required for a change to be made to the allocated RDO.



13. LONG SERVICE LEAVE

Employees under this agreement shall be able to access 1 week of their accrued pro-rata long service in the seventh, eighth, ninth and tenth years of employment.

14. CONTRACT CASUAL LABOUR

The Union acknowledges that from time to time there may be a need for the Company to engage additional contract labour during peak periods.

The Company agrees that permanent full time employees shall be offered all overtime prior to such overtime being offered to contract labour. The Company further agrees, that in the event that contract labour being required for a period of longer than 4 months a permanent position may be created.

15. WORKING CLOTHES AND SAFETY BOOTS

All employees shall be provided with safety boots. They shall be replaced on a fair wear and tear basis. It is compulsory that they are worn at all times in the warehouse.

The company shall provide all employees with a uniform appropriate to their duties.

16. ENDORSEMENT

Signed for and on behalf of
Health Minders Limited

Daryl Smith 6/2/01

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Daryl Smith
Managing Director

Signed for and on behalf of
National Union of Workers NSW Branch

Frank Belan

.....
~~Frank Belan~~ ANDREW JOSEPH 7/2/01

ACTRS State Secretary

