

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/22

TITLE: Nutrimetics International (Australia) Enterprise Bargaining
Certified Agreement 2000

I.R.C. NO: 2001/3653

DATE APPROVED/COMMENCEMENT: 25 June 2001/ 1 January 2001

TERM: 31 December 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 15 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

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

PARTIES: Nutrimetics International (Australia) Pty Limited -&- the National Union of Workers,
New South Wales Branch

Exl.
25/6.



ENTERPRISE BARGAINING AGREEMENT

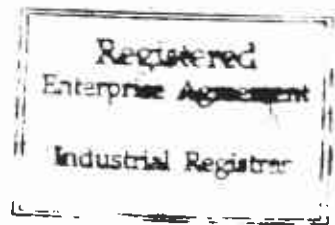
1. TITLE

This agreement shall be known as the Nutrimerics International (Australia) Enterprise Bargain Certified Agreement 2000.

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 General State Award whether members of the organisations of employees listed in subclause (c) hereof or not.
- c. The organisation that represents the employees defined in (b) namely: the National Union of Workers New South Wales Branch:

5. DATE AND PERIOD OF OPERATION

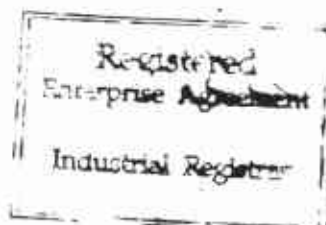
This agreement shall operate from 1 January 2001 to 31 December 2002. Renegotiations for this agreement will be started in September 2002.

6. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly in conjunction with the NSW Storeman and Packers General State 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 General State Award, this agreement, shall take precedence to the extent of the inconsistency.

Existing over-award payments, conditions of employment and current superannuation arrangements 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.



7. RELATIONSHIP TO OTHER AGREEMENTS / PREVIOUS ENTERPRISE AGREEMENT

This agreement shall displace the operations of the previous Nutrimetics International (Australia) Enterprise Agreement 1999 which expired 31 December 2000.

8. ENTERPRISE SPECIFIC ISSUES

i) wages - \$14.04 per hour is currently paid as level 3 to all employees under the storeman category. One employee in the role of 2IC is paid a level 4 of \$14.88 per hour. Wages are paid weekly by EFT of the employee's designated account. Monies can be transferred into more than one account for the convenience of the employee.

ii) hours per week – currently the warehouse work Monday to Thursday 8am to 4pm and Friday 8am to 3.30pm a total of 37 hours- paid for 37.5 hours. They also receive half an hour for lunch each day and a fifteen minute morning tea break.

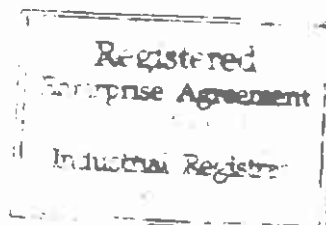
Going forward for a trial period of three months full time employees will receive one day off work on non-peak trading days and make this up over the peak trading times. It is envisaged that the make up hours will be over three days ie. 2.5hrs per day. If there is not enough work, for the three days these hours need not be worked. This make up time will be either before or after the employees normal shift, as previously agreed with the warehouse supervisor. Due to safety regulations there may be times when the employees will need to be flexible in regards to when the extra hours are made up. A roster will be done in advance so all employees are aware of the requirements.

Once the 7.5 hours have been made up if extra work is required full time employees will go into overtime as in the past. Employees will continue to be paid for 37.5 hours of work per week, and the hours will remain as they were in the past.

Consultation:

During the trial of the flexible hours, discussion will be held between both parties to make any changes to improve the process. At the conclusion of the three months – end of March - there will be discussion as to whether the system will be adopted permanently.

iii) Picnic day – All full time employees are entitled to one additional paid holiday (in lieu of Picnic Day) per calendar year.



iv) annual leave – 20 days per year for each full time employee. Nutrimetics would like to ensure that staff are rested and therefore would like to ensure that a minimum of three weeks leave is taken each year. If an employees leave reaches extreme levels the company reserves the right to encourage employees to take extra leave at appropriate times.

v) sick leave - Full time employees are entitled to 5 sick days in the first year of service and 10 thereafter, this is a cumulative provision. An employee, shall as soon as is practicable for the employee, inform the employer of his/her inability to attend for work and, as far as possible, state the estimated duration of incapacity.

vi) maternity leave – as per legislative requirements up to 12 months – with appropriate notice given and discussions held at regular intervals regarding the health of Mother and Baby and return dates.

vii) long service leave - as per legislative requirements 8.67 weeks after 10 years, the company may elect to pay part or all of long service leave provision at completion of 9.5 years of service.

viii) leave loading – 17.5% is granted to all employees when taking leave – this is paid in advance with wages for the holiday period.

ix) staff discounts – 45% discount is offered to all staff on Nutrimetics products.

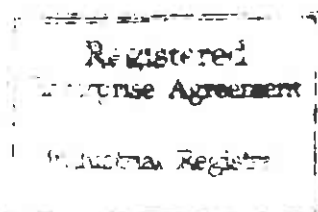
x) car parking – free parking is provided for all staff. Staff should acquire a parking space from the Service Administrator if they do not already have one.

xi) uniforms – For the period of this agreement all full time staff shall receive a uniform allowance to the value of \$250. If a uniform is damaged beyond repair it will be replaced upon return to either the Warehouse Supervisor or the HR Department.

xii) bereavement leave – An employee shall be entitled upon notice to bereavement leave, up to and including the day of the funeral, without deduction of pay for no more than two days.

xiii) meal time and allowance - An employee who works overtime for more than two hour on any day after there regular shift shall be entitled to meal allowance of \$8.50, unless notified on the previous day of the intention to work such overtime.

xv) laundry allowance – The laundry allowance shall remain at \$5.00 per week.



xvi) first aid allowance – Upon obtaining their first aid certificate an eligible employee shall receive a first aid allowance of \$7.60 per week.

xvii) forklift allowance – The fork lift allowance shall remain at \$22.50 per week for those employees with a NSW forklift license.

All allowances are subject to award variation.

xviii) Union Recognition and Membership – Nutrimetics recognises The National Union of Workers New South 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 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 INCREASE

(a) Wages will be increased as follows for the employees subject to this agreement:

As from 1/1/01 full time employees will receive a \$35 per week increase (6.64% increase) increasing their hourly rate to \$14.98 per hour.

On the 1/1/02 full time employees hourly rate will increase by \$0.45c to \$15.43.

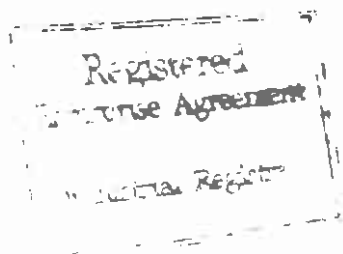
Casual employees will receive a \$0.33c increase in their hourly rate on the 1/1/01 (making the hourly rate \$16.93) and another \$.034c increase on the 1/1/02, making the hourly rate \$17.27)

9A. SUPERANNUATION

The employer shall pay to an approved fund (either Sara Lee Super Fund or LUCRIF) the superannuation guarantee charge currently 8% for each hour worked for each employee on a monthly basis.

10. NO EXTRA CLAIMS

It is a term of this agreement that the Union, company 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 Storeman and Packers General (State) Award, at which the shop steward will be involved at any stage upon the request of the employee.

Signed Agreement

Agreed upon on behalf of Nutrimerics International Pty Ltd



Carel Bothma
Human Resources Manager



Peter Archer
National Supply Chain Manager
(Witness)

Agreed upon on behalf of the National Union of Workers



Secretary
National Union of Workers
NSW Branch



Witness

