

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/62

TITLE: Kolotex Australia Pty Ltd (State) Clerical Agreement, 2000

I.R.C. NO: IRC0/4313

DATE APPROVED/COMMENCEMENT: 7 September 2000/1 September 2000

TERM: 1 September 2002

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/289

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to clerical employees engaged by Kolotex Australia Pty Ltd at the Leichhardt location who fall within the coverage of the Clerical and Administrative Employees (State) Award

PARTIES: Kolotex Australia Pty Ltd -&- the Federated Clerks' Union of Australia, New South Wales Branch

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MEMORANDUM OF AGREEMENT BETWEEN

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

AND

FEDERATED CLERKS UNION NSW BRANCH

ARRANGEMENT

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1. TITLE

This Agreement shall be known as the Kolotex Australia Pty Ltd (State) Clerical Agreement, 2000.

2. INTENT OF THE AGREEMENT

This Agreement formally embodies the intention of Kolotex Australia Pty Ltd, and the Federated Clerks Union NSW Branch to reach agreement on a range of issues including wage increases, sick leave payment and redundancy for the duration of this Agreement.

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3. **SCOPE PARTIES BOUND AND DURATION OF THIS AGREEMENT**

- 3.1. This Agreement shall apply to clerical employees engaged by Kolotex Australia Pty Ltd at the Leichhardt location. This Agreement shall operate in conjunction with the Clerical and Administrative Employees' (State) Award. To the extent that the provisions of the Award are inconsistent with the provisions of this Agreement, the provisions of this Agreement shall apply to the extent of any inconsistency.
- 3.2. This Agreement shall operate from the beginning of the first complete pay period to commence on or after 1st September 2000 and shall remain in force for twenty-four months.
- 3.3. This Agreement shall be binding upon Kolotex Australia Pty Ltd in respect of current and future employees covered by this Agreement and the Federated Clerks Union NSW Branch and members thereof.

4. **WAGE INCREASES**

- 4.1. A wage increase of 3% shall be paid to all employees covered by this agreement and shall apply from the first pay period to commence on or after 1st September 2000.
- 4.2. A second wage increase of 3.5% shall be paid to all employees covered by this agreement and shall apply from the first pay period to commence on or after 1st September 2001.
- 4.3. The above wage adjustments shall be applied to actual Kolotex rates of pay as recorded in time and wages records excluding allowances.

5. **NO EXTRA CLAIMS**

No extra claims for changes to wages or terms and conditions shall be granted or claimed, other than those contained or provided herein for the duration of this agreement.

6. **SICK LEAVE – ANNUAL PAYMENT SCHEME**

- 6.1. The following sick leave incentive arrangements shall apply.
- 6.1.1. The dollar (\$) equivalent of unused sick leave accrued in excess of five days sick leave as at the 31 December of each year may be paid in lieu of actual leave. An employee shall be paid up to a maximum of eight days provided that the employee maintains a minimum balance of five days in his or her sick leave bank.

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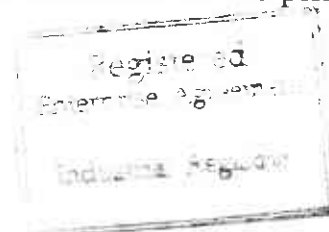
- 6.1.2. The scheme operates from the 1st September 1998. Sick leave accrued in the current year's entitlement shall be taken into account under this incentive arrangement.
 - 6.1.3. Payment shall be made, where applicable, in the first pay week of January each year.
 - 6.1.4. No employee shall take unpaid sick leave when accrued sick leave is available.
 - 6.1.5. The scheme will remain effective for the period of the Agreement.
 - 6.1.6. Employees who elect not to participate in the payout arrangement shall notify the Company in writing of their intention.
- 6.2. Any payment made to an employee pursuant to the arrangements shall be full discharge of the Company's liability for the period covered by the payment.
 - 6.3. The incentive may be paid out annually or on termination of employment. The incentive will be paid out on termination of employment for any reason other than conduct justifying summary dismissal, ie misconduct.

General

It is recognised by all parties to this Agreement that daily attendance at work must be a basic part of the employment relationship of this agreement. In this regard the only absence from work shall be for genuine sick leave and/or for other approved reasons.

7. SICK LEAVE - PAYMENT OF ACCUMULATED LEAVE

- 7.1. All accrued sick leave will be paid out on termination for any reason other than conduct justifying instant dismissal.
- 7.2. Any employee who has in excess of 20 sick leave days accrued may be paid sick leave in lieu of actual leave where offered and agreed in writing by management.
- 7.3. An offer by management to pay accumulated sick leave will be posted on notice boards.
- 7.4. Any payment will be full discharge of Company liability for paid sick leave or payment of sick leave on termination for the period covered by the payment.



8. REDUNDANCY

In the case of redundancy the terms of Schedule 1 (attached) shall apply.

9. GRIEVANCE AND DISPUTES PROCEDURE

- 9.1 The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint a representative to act on their behalf which may be a shop steward of their union.

Where the shop steward is involved he/she will be allowed the necessary paid time during working hours to interview or meet with the employee(s) and the supervisor.

- 9.2 If the matter is not resolved at such a meeting the parties will arrange further discussions between the employee and his or her nominated representative, if any, and more senior management. The employee may invite a union official to be involved in the discussions. The employer may also invite a representative.

The shop steward will be allowed at a place designated by the employer, a reasonable period of paid time during working hours to interview the duly accredited Union Officials of the Union to which they belong

- 9.3 If the matter remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties will jointly or individually refer the matter for conciliation to the Australian Industrial Relations Commission.

- 9.4 The party with the grievance must notify the other party at the earliest opportunity of the problem;

- 9.5 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

- 9.6 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.

- 9.7 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

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Signed for and on behalf of
KOLOTEX AUSTRALIA PTY LTD

Date: 8/9/00

Mark Bell

Signed for and on behalf of the
FEDERATED CLERKS UNION NSW BRANCH

Date: 8.9.00

Paul



SCHEDULE 1

REDUNDANCY AGREEMENT

1. **Notice period** shall be in accordance with the Award. Six weeks notice of the closure of a section or factory shall apply.
2. **Severance Pay** shall apply as follows:

The provision of the Award or three weeks pay for each completed year of service, whichever is the greater. After ten years' continuous service, redundancy pay is two weeks per completed year of service for any volunteer.
3. An additional payment of 20% of Clause 2 of this Schedule for those employees 45 years of age and over.
4. Pro-rata Long Service Leave payment after two years of service.
5. Payment of all accrued Sick Leave.
6. A payment of 17.5% loading on accrued Annual Leave including the current year.
7. A certificate of service will be provided to all redundant employees.
8. Any employee may leave during the period of notice without loss of the above redundancy provisions, but shall not be paid for the unexpired portion of the notice period.
9. Ordinary pay shall be the rate of pay an employee receives each week (excluding bonus and shift allowance).
10. In the event of the death of an employee who is entitled to benefits under this agreement, full payment will be made to his/her estate.

