

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/50

TITLE: **Waco Kwikform Limited Enterprise Agreement**

I.R.C. NO: IRC3/7130

DATE APPROVED/COMMENCEMENT: 22 December 2003/19 November 2003

TERM: 15 November 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/66

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Waco Kwikform Ltd at the Sydney Branch who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: Waco Kwikform Limited -&- the National Union of Workers, New South Wales Branch

WACO KWIKFORM LIMITED ENTERPRISE AGREEMENT SYDNEY BRANCH

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ATTACHMENT 1 - Redundancy

1. Title of Agreement

This Agreement shall be known as the Waco Kwikform Limited Enterprise Agreement.

2. Arrangement

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ATTACHMENT 1 - Redundancy

3. Application of Agreement

This agreement shall apply to Waco Kwikform Ltd (ACN 00285396) at 10 and 12 Pike street, Rydalmere, in the State of New South Wales, in respect of all employees at the Sydney Branch classified under the Storemen & Packers General (State) Award hereinafter referred to as "the Award".

4. Parties Bound

- (a) Waco Kwikform Ltd., 10 Pike Street, Rydalmere, New South Wales (known in this document as "the company").
- (b) National Union of Workers, New South Wales Branch (known in this document as "the union").

5. Relationship to Parent Award

It has been determined by the parties to this Enterprise Agreement that the Agreement shall be read and interpreted wholly in conjunction with the Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

6. Duress

This enterprise agreement has not been entered into under duress by any of the parties.

7. Productivity Measures

The Company's Work Culture

The objective is for management and employees to work together to produce a customer focused, well trained and high performing workforce which encourages innovation and flexibility. This allows for a more united workplace, higher employee morale and satisfaction.

The focus will be on teamwork, communication and skill enhancement being regular practices in producing performance gain as employees accept more accountability and responsibility for the work they perform.

In doing so, the aim is to promote the company as a brand name that is widely perceived as a market leader renowned for its high integrity, quality, innovative and cost effective products, as well as providing competent and reliable customer service.

Training

To foster the involvement in all staff and to provide training input, responsibility for their job functions and a commitment to improve the performance of the company as a whole.

8. Total Quality Management

This Agreement will allow the company to continue to find new and better ways to maintain a competitive edge and strengthen its businesses. Security for the organisation and employees equally, depends upon understanding and applying the working principles found in total quality management. The company, through its employees, is committed to focusing on continuous process improvement and eliminating waste in order to provide increased customer satisfaction. The company has committed itself to such improvements through accreditation to AS/NZS ISO 9001-2000. Everyone's contribution to such a philosophy will contribute to future security and all parties promise to foster and promote a measurable quality-based environment.

9. Technology

This Agreement will assist with the smooth introduction of new technology in the workplace and with the co-operation of the employees in the implementation of proposed technology in full consultation with the Union.

10. Matters for Review

Any matters arising from the interpretation and implementation of operational changes are to be discussed by a consultative committee, comprising of two (2) employees who are members of the union and two representatives of management of the company. The employee representative shall have the right to request a union representative to attend, if required.

11. Ordinary Hours of Work

As per the Award.

12. Wage Adjustments and Other Benefits

- (a) Employees covered by this agreement will be paid an hourly rate in accordance with their classification as follows:

From 19 November 2003

- | | |
|--------------------------------|------------------|
| (i) Storeperson | \$18.54 per hour |
| (ii) Forklift Driver allowance | \$0.33 per hour |
| (iii) Leading Hand allowance | \$2.59 per hour |

From 21 November 2004

- | | |
|--------------------------------|------------------|
| (i) Storeperson | \$19.47 per hour |
| (ii) Forklift Driver allowance | \$0.35 per hour |
| (iii) Leading Hand allowance | \$2.59 per hour |

- (b) A Meal Allowance of \$9.35 for the duration of the agreement provided always that such allowance will not be less than that prescribed by the Award.
- (c) Other allowances (other than those shown in 12(a) and (b) above will be paid in accordance with the Award as varied from time to time.
- (d) A wash-up time of 5 minutes will be allowed immediately prior to meal break and immediately prior to end of the day's work.

13. Commitments By Employees

The employees and the Union acknowledge that the increases referred to in Clause 12 have been agreed to in consideration for the commitment by the employees to make genuine efforts to improve customer service, reduced wastage, reduced absenteeism, increased productivity by meeting target requirements, reduced machine downtime, reduced injury rates, improve accuracy of equipment, dispatch and returns, and a reduction in non-conformance reports.

14. Casual Workers

- (a) Casual Workers Who Are Not Employed Directly By the Company But Who Are Hired Through an Employment Bureau Will be Paid the Same Hourly Rate as the Employees under This Agreement.
- (b) A casual worker who has worked for the company for two continuous months will, subject to 14(c) below be offered a permanent position with the company.
- (c) Notwithstanding the provisions of 14(b) above, the company will only be obliged to employ a casual worker on a permanent basis if at the expiry of the two month period referred to in 14(b) above, the company has a level of work available which would, in the company's discretion, require the casual worker to be employed for a further period of not less than four weeks.
- (d) The company agrees to advise the union on the engagement, either directly or indirectly through an employment bureau of any casual or non-permanent labour and will provide the union with the following information:
 - (i) the names and addresses of any casual or non-permanent workers;
 - (ii) the dates and the period of employment or engagement of the casual or non-permanent employees; and
 - (iii) the name, address and contact details of any employment bureau used by the company and of any changes in the use of any employment bureau.

15. Redundancy

- (a) In the event of the company deciding for any reason to make an employee redundant then permanent employees will only be made redundant after the termination/redundancy of all casual employees.
- (b) It is agreed that the "last on first off"/seniority principle will not apply under this agreement.
- (c) Redundancy will be in accordance with Attachment 1 of this agreement.

16. Counselling Procedure

- (a) A formal counselling process will apply to matters such as habitually poor timekeeping, unacceptable absenteeism or continuing errors made after the training period is completed.
- (b) If after counselling an employee does repeat an offence after being given the opportunity to improve, the employee will be issued with an official written warning, with the union representative in attendance.
- (c) If no improvement occurs, the next step will be an official final warning administered with the union representative in attendance.
- (d) If the unacceptable behaviour continues while the employee is on an official final warning, the employee may be dismissed.

These warnings shall remain valid for a period of six months. This does not preclude the company from taking other disciplinary action in cases deemed to be of serious misconduct or refusing duty as defined in the Award.

17. Rostered Day Off

- (a) Rostered Days may be accrued by mutual consent up to a maximum of 5 days as per the Award.
- (b) Employees agree to schedule RDO's so as to ensure that no more than 50% of employees from each category of work and from each work area take an RDO on the same day.

18. Grievance Procedure

As per the Award.

19. Current Regulations

Regulations in place at the time of signing the agreement will remain in place unless overridden by the Agreement.

20. No Extra Claims

There shall be no other wage increases or other claims allowed during the life of this agreement except where consistent with the agreement itself or National and/or State Wage Case Decisions.

21. Coverage of Site

- (a) The company acknowledges that in respect of all employees who fall under the classification of this Enterprise Agreement, coverage of the site at 10 and 12 Pike Street Rydalmere NSW is provided by the National Union of Workers (NUW).
- (b) Consistent with the provisions of the Industrial Relations Act 1996, the company recognises the right of the employees covered by this Agreement to:
 - (i) to join the union; and
 - (ii) exercise all rights pertaining to their membership.
- (c) New employees will be:
 - (i) advised that the union has coverage over the site;
 - (ii) introduced to the union workplace delegate upon commencing work.
- (d) The company shall, upon written authorisation by an employee, deduct union membership fees, as levied by the Union, in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the Union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

22. Date of Registration and Operation of the Agreement

- (a) The agreement will be formalised in conjunction with the Union and ratified under the provisions of the Industrial Relations Act (New South Wales).
- (b) This Enterprise Agreement shall take effect from 19th November 2003 and remain in force until 15th November 2005.
- (c) This Agreement will be renegotiated two months prior to expiration.

23. Leave Reserved

Leave is reserved for the union to discuss an improved redundancy package in the event of forced redundancies.

24. Signatories to Agreement

For and on Behalf of Waco Kwikform

Witnessed by

Date 10/12/03

Senior Branch Manager
Waco Kwikform

For and on behalf of the
National Union of Workers (New South
Wales Branch)
Was affixed in the presence of

Witnessed by

Date

State Secretary

Date

ATTACHMENT 1

Redundancy

- (a) Redundancy shall be in accordance with the Award except for severance pay, which shall be as in part (b) below.
- (b) Severance Pay:

Where an employee has been made redundant in accordance with the Award, the following severance pay will apply:

Three (3) weeks' pay for each completed year of service; pro rata for any incomplete year.

A ceiling of thirty (30) weeks' pay for employees 45 years of age and over.

A ceiling of twenty-four (24) weeks' pay for employees under 45 years of age.