

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/254

TITLE: Katies Fashions (Australia) Pty Ltd Distribution Centre Enterprise Agreement 1999

I.R.C. NO: 99/4636

DATE APPROVED/COMMENCEMENT: 16 September 1999 and commenced 1 June 1999

TERM: Expires 31 May 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed under the Storeman & Packers General (State) Award

PARTIES: Katies Fashions (Australia) Pty Ltd -&- National Union of Workers, New South Wales Branch

**KATIES FASHIONS (AUST) PTY LTD
DISTRIBUTION CENTRE ENTERPRISE
AGREEMENT 1999**



1. TITLE

This Award shall be known as the Katies Fashions (Australia) Pty Ltd Distribution Centre Enterprise Agreement 1999.

2. ARRANGEMENT

This Award is arranged as follows:

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3. PARTIES BOUND/RELATIONSHIP TO PARENT AWARD

- 3.1 This Award shall apply to all employees of Katies Fashions (Aust) Pty Ltd employed under the Storeman & Packers General (State) Award.
- 3.2 This Award shall be read and wholly interpreted in conjunction with the Storeman & Packers General (State) Award (as varied from time to time). Where there is any inconsistency, this agreement shall take precedence to the extent of the inconsistency, provided that the aforementioned award shall not form part of this Agreement.



4. DURATION

This Award will operate from 1 June 1999 and shall remain in force until 31 May 2001.

5. DEFINITIONS

- 5.1 "The Company" shall mean Katies Fashions (Aust) Pty Ltd
- 5.2 "The Union" shall mean the National Union of Workers, New South Wales Branch.
- 5.3 "The Parties" shall mean the company and the union

6. WAGES

Wages for weekly employees covered by this Award shall be as follows:

Classification	01/06/99	01/06/2000
Storeperson	\$543.52	\$570.70
Leading Hand Storeperson	\$602.92	\$633.07

- (a) Effective 1 June 1999 those existing employees who are paid above the storeperson and Leading Hand storeperson rate of pay will receive an increase of 8% over two years. The first increase of 4% being effective from 1 June 1999 and the second and final increase of 4% being effective from 1 June 2000. Storepersons and Leading Hand Storepersons who are paid the standard rate of pay will receive an increase of 10% over two years. The first increase of 5% being effective 1 June 1999 and the second and final increase of 5% being effective from 1 June 2000.
- (b) The rate of pay for a leading hand storeperson includes any leading allowance payable under the Storeman and Packers - General (State) Award
- (c) Part time employees will be paid an hourly rate equal to the appropriate weekly rate for a storeperson divided by (38) thirty-eight.
- (d) Casual employees will be paid an hourly rate equal to the appropriate weekly rate for a storeperson divided by (38) thirty eight plus a casual loading of fifteen per cent (15%) plus a holiday loading of one twelfth.

7. CASUAL EMPLOYMENT

The Company is committed to limiting the use of casual employment to 35% of the total number of distribution centre employees, including Limited Tenure contract staff. The company may require and use additional hours as determined by extenuating daily and seasonal requirements.



8. OVERTIME

- 8.1 Any overtime that is required in the Distribution Centre will be offered first to permanent stores employees. In the event that not enough permanent staff are available then Limited Tenure contract staff will be offered overtime, then casuals.
- 8.2 At all times, the company will endeavour to provide a minimum of 24 hours notice when overtime is to be worked. Where 24 hours notice is provided to work overtime, and when employees work such overtime, meal money will not be paid.

9. FRIDAY WORK

An employee may be rostered to work six hours continuously on a Friday with a 15 minute paid break only.

10. REDUNDANCY

Separate discussions will be held with the union once this award has been certified in an effort to negotiate a site based redundancy agreement.

11. UNION RECOGNITION AND MEMBERSHIP

- 11.1 For the duration of this Award Katie's recognises the NUW as being the Union that shall have exclusive representation of all employees covered by this agreement. This exclusive representation will extend to all Terms and the conditions of the agreement.
- 11.2 It is the policy of Katie's that it shall recommend that all employees covered by this agreement shall join the NUW. This includes positively promoting union membership at the point of recruitment and recommending that all employees remain members of the NUW.
- 11.3 All new employees covered by this agreement shall upon induction be given an application form to join the NUW and any appropriate literature provided by the NUW.
- 11.4 Katie's undertakes upon authorisation to deduct union membership dues, as levied by the NUW in accordance with its rules, from the pay of employees who are members of the NUW. Such monies collected will be forwarded to the NUW at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.



12. REST PERIOD-OVERTIME

Where overtime is necessary for more than 1 hour after the normal finishing time of a shift, between Monday to Thursday, a break of 10 minutes only will be allowed in Company time.

13. LIMITED TENURE

- 13.1 The time frame for the first stage of Limited Tenure contract employment will be between July 1999 to the end of November 1999. The second stage will occur between mid February 2000 to the end of May 2000. The same period for Limited Tenure contract employment will occur for the following year subject to business requirements.
- 13.2 Two weeks prior to the completion of the Limited Tenure contract period the Company will advise the Limited Tenure contract staff of their specific completion date.

CONTRACT OF EMPLOYMENT

- a) Employment shall be by the week for a fixed term specified as the period between a commencement date and a termination date.
- b) Such fixed term shall not exceed the above period unless mutually agreed between the Company and the National Union of workers (NSW Branch)
- c) Notwithstanding the above, employment for Limited Tenure contract staff may be terminated by a week's notice on either side, given at any time during the week, by the payment or forfeiture of a weeks wages as the case may be.
- d) The number of Limited Tenure contract staff to be employed under the current rate of pay is a minimum of 3 and a maximum of 8.
- e) The Limited Tenure contract staff will be employed on the basis of the Award terms and conditions and will be required to comply with all Katies Policies and Procedures.
- f) The Limited Tenure contract staff will be paid in accordance with the current rate of pay.

TRANSFER TO PERMANENT EMPLOYMENT

Subject to Katies policies on application for employment, Limited Tenure contract staff may apply for internally advertised vacancies and will be considered on their merits along with all other internal applicants.



SUPERANNUATION

Company superannuation contributions for Limited Tenure contract staff will be paid to the L.U.C.R.F Superannuation Fund in accordance with the Superannuation Guarantee Charge legislation.

OTHER MATTERS

- a) Any overtime that is required in the Distribution Centre will be offered first to permanent storepersons. In the event that not enough permanent staff are available, Limited Tenure contract staff will be offered overtime.
- b) Limited Tenure contract staff will be required to work in all areas of the Distribution Centre in accordance with the Agreement. If a work allocation problem arises, it is to be resolved by the Union delegate and Manager in accordance with the disputes procedure.

14. NO FURTHER CLAIMS

- 14.1 All parties agree that during the life of the Agreement no party will raise any further claims relating to the terms and conditions of the Agreement.
- 14.2 The parties are committed to negotiations to reach a new Agreement, commencing at least three months prior to the expiry of the term of this Agreement.

15. DISPUTE PROCEDURE

- 15.1 Any dispute arising out of employment shall be referred by the shop steward to the company representative appointed for this purpose.
- 15.2 Failing settlement at this level between the company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the company. All efforts shall be made by the company and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to the union secretary and the company shall refer the dispute to its employer association and the union secretary shall take the matter up with the employer association.
- 15.3 During the discussion the status quo shall remain and work shall proceed formally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 15.4 At any time either party shall have the right to notify the dispute to the Industrial Registrar.



Signed for and on behalf of
NATIONAL UNION OF WORKERS
NSW BRANCH

[Handwritten Signature]
Date 25/8/99

Signed for and on behalf of
KATIES FASHIONS (AUST) PTY LTD

[Handwritten Signature]
Date 18/8/99

