

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/273

**TITLE: Group Newsagency Supplies Enterprise Agreement
2004**

I.R.C. NO: IRC4/4215

DATE APPROVED/COMMENCEMENT: 2 August 2004/10 June 2004

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/326

GAZETTAL REFERENCE: 15 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees employed by Group Newsagency Supplies, located at Fairford Road, Padstow, New South Wales, who fall within the coverage of the Storemen, and Packers General (State) Award

PARTIES: Group Newsagency Supplies -&- the National Union of Workers, New South Wales Branch

GROUP NEWSAGENCY SUPPLIES ENTERPRISE AGREEMENT 2004

1. Title

This agreement shall be known as the "Group Newsagency Supplies Enterprise Agreement 2004" hereafter referred to as "the Agreement".

2. Arrangement

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3. Parties Bound

This agreement is between:

- 3.1 Group Newsagency Supplies.
- 3.2 Employees at 10 Fairford Road, Padstow engaged in any of the classifications set out in the Storemen and Packers General (State) NSW Award.
- 3.3 National Union of Workers, NSW Branch.

4. Application

This agreement shall apply at the Company's premises located at 10 Fairford Road, Padstow, New South Wales.

5. Relationship to Parent Award

- 5.1 This agreement shall be read and interpreted wholly and in conjunction with the Storemen and Packers General (State) Award; provided that where there is any inconsistency between the Award and this Agreement, this Agreement shall take precedence to the extent of the inconsistency.
- 5.2 This Agreement shall replace in full all previous enterprise awards and agreements.

6. Duration and Renegotiation of the Agreement

- 6.1 This agreement will operate from the first full pay period commencing on or after the signature of both the NUW and company and will expire on 30 June 2005.
- 6.2 The parties are committed to entering into negotiations on the terms to a new agreement two (2) months before the expiry date of this agreement. It is envisaged that the terms of the new agreement will be finalised two (2) months thereafter. This new agreement shall be filed with the Industrial Relations Commission of the New South Wales for certification consequent upon the expiry of this agreement.

7. No Extra Claims

- 7.1 The company and the union agree that there will be no extra claims for the life of this Agreement.
- 7.2 It is agreed that the wage increases incorporated into this Agreement are in lieu of any general national or state wage increases that may be granted by the Industrial Relations Commission or state tribunals during the life of this Agreement.
- 7.3 This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other location or enterprise.

8. Intention of Agreement

- 8.1 The purpose of this agreement is to:
- 8.1.1 Promote good relations between Group Newsagency Supplies and its employees.
- 8.1.2 Assist in the development of Group Newsagency Supplies as an organisation in which all employees are committed to its survival and economic success.
- 8.1.3 Create an organisation that services the needs of its stakeholders, including the employees, to help ensure continued viability and job security through continuous improvement of practice.

9. Probationary Period

- 9.1 During the first three months of employment, a new employee will be on probation.
- 9.2 The new employee will be supervised by their immediate supervisor who will assist them in understanding how aspects of the Company operate.
- 9.3 During their probation, the employee will be given every opportunity to correct any errors that arise and to learn all relevant tasks. If prior to the end of the probationary period, either the company or employee decide to terminate the employment relationship, then either the company or employee must give the other party one week's notice or pay or forfeit, as the case may be, a week's pay in lieu thereof.
- 9.4 If the employee is ill or absent during their probation period, the probation will be automatically extended by the number of working days absent.

10. Abandonment of Employment

- 10.1 The absence of an employee from work for a continuous period exceeding 3 working days without the consent of the Company and without notification to the Company, shall be prima facie evidence that the employee has abandoned his/her employment. If without success, the company has made reasonable attempts to contact the employee within the 3 working days, their employment shall be terminated and all due entitlements paid to them upon termination.
- 10.2 Further, if within a period of 14 days from his/her last attendance at work or the date of his/her last absence in respect of which notification has been given or consent has been granted, an employee has

not established to the satisfaction of the Company that he/she was absent for reasonable cause, he/she shall be deemed to have abandoned his/her employment and the termination will not be reversed.

11. Labour Flexibility

- 11.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities, employees shall perform a wider range of duties including multi-skilling and work which is incidental or peripheral to their main tasks or functions, but within the scope of their skills and competencies.
- 11.2 Employees shall perform such work as is reasonable and lawfully required of them by the employer including accepting instructions from their supervisor, the department manager/controller, or a staff member acting on behalf of the department manager/controller.
- 11.3 Employees shall take all reasonable steps to ensure the quality, accuracy, and completion of any job or task assigned to the employee.
- 11.4 Wider flexibility in rostering staff to meet market demands will result in an increase in efficiency. At peak times all staff are expected to work reasonable additional hours, as required, which shall be paid as overtime.
- 11.5 The company and the employee shall ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training.
- 11.6 Where any restructuring of the company is being considered that may affect any existing employees job, the union will be consulted.

12. Hours

- 12.1 The ordinary working hours, exclusive of meal times, shall average 38 hours per week, Monday to Friday.
- 12.2 Normal day ordinary hours will be between the span of 6.00am to 6.00pm.
- 12.3 Each permanent full-time employee will be required to work an extra hour on Tuesday and Wednesday of each week so that a Rostered Day Off may be accrued and taken in each 4-week period. This extra hour will be determined in advance upon consultation with each employee.
- 12.4 The rostered days off system will work in a fair and equitable manner by ensuring that each employee will be rostered off work on a different day of the week. The rosters will be posted on the notice board six months in advance of them applying.
- 12.5 In the event of an employee seeking to change their set rostered day off they will be required to approach another employee in the same classification in the same section whom is agreeable to changing. Both employees will then need to approach management to seek approval of the change. Where this change is put to management, reasonable requests will not be denied.
- 12.6 Once having been fixed the time of commencing and finishing work shall not be altered without at least 7 days notice to the employee concerned or by mutual agreement between the employer and the employee.

13. Wages

- 13.1 Wages will be increased in accordance with the following:

Grades	First Full Pay Period on or after 10 December 2003 \$	First Full Pay Period on or after 30 June 2004 \$
1	542.95	564.65
2	565.30	587.90
3	588.00	611.50
4	635.40	660.80
5	678.05	705.15

- 13.2 The wage adjustments referred to above shall be applied to the base rate classifications. It is agreed that the wage increases incorporated into this Agreement are in lieu of any general national or state wage increase that may be granted by the Industrial Relations Commission or state tribunals during the life of this Agreement.

14. Miscellaneous Employment Conditions

- 14.1 In the event of a casual employee being employed for a continuous period of six months doing a regular 38 hour week, arrangements will be made to make this position full-time.
- 14.2 After a permanent position becomes vacant, consideration will be given to the reasons for the vacancy and if there is still a need for a permanent position. If it is decided that a permanent position is still required then it shall be advertised as such.
- 14.3 Where overtime is available it shall be offered to permanent employees in each section before casual employees subject to required skills and ability deemed necessary to complete the work in that overtime.
- 14.4 All employees shall be entitled to 21 days annual leave, the 21st day to be taken in lieu of the prescribed Union Picnic Day.
- 14.5 Any eligible employee may join and contribute to the Union Superannuation fund - L.U.C.R.F.

15. Right of Entry

Right of entry of union officials will be in accordance with Chapter 5, Part 7 of the NSW *Industrial Relations Act* 1996.

16. Union Membership

The company will neither encourage nor discourage union membership.

17. Delegate Meetings

- 17.1 The company shall be provided with a minimum of two weeks notice before any NUW delegate meeting.
- 17.2 The company will allow the delegates to attend a maximum of four paid meetings per year, but reserve the right for only one delegate to attend if the business requires their services during the proposed meeting.
- 17.3 In the event of an emergency meeting being called, immediate notice should be given to the company and if possible arrangements will be made for both union delegates to attend. It is the aim of both the union and company to ensure minimal disruption to the business is created.

18. Grievance and Disputes Procedure

- 18.1 Any dispute arising out of employment shall be referred by the Shop Steward or an individual employee to the Company representative appointed for this purpose.

- 18.2 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.
- 18.3 During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 18.4 At any time either party shall have the right to notify the dispute to the Industrial Registrar.

19. Leave Reserved

Should the need for redundancies arise during the nominal term of this agreement, the company will consult the union regarding redundancy packages.

Derek Belan
State Secretary

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

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Signature

Dated ThisDay of June 2004

Ted Rogan,
Managing Director

Signed for and on behalf of Group Newsagencies Supplies

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Signature

Dated this Second day of April 2004