

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/218

TITLE: **Esselte Enterprise Agreement 2005**

IR.C. NO: IRC5/3917

DATE APPROVED/COMMENCEMENT: 9 August 2005 / 1 April 2005

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/200.

GAZETTAL REFERENCE: 9 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Esselte Australia Pty Ltd, located at 1, 82 Waterloo Road, Macquarie Park NSW 2113, working in occupations associated with warehouse operations at the Esselte Australia warehouse at 395, Pembroke Road, Minto, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Esselte Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

ESSELTE ENTERPRISE AGREEMENT 2005

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Title

This Agreement is the Esselte Enterprise Agreement 2005.

1. Parties and Parent Award

This Agreement is made between Esselte Australia Pty Ltd and its warehouse employees and the National Union of Workers [NSW] Branch.

It shall be interpreted in conjunction with the Storemen and Packers General [State] Award. Where there is any inconsistency between the Award and the Agreement, this Agreement shall prevail.

2. Coverage

This Agreement covers employees working in occupations associated with warehouse operations at the Esselte Australia warehouse at 395 Pembroke Road, Minto.

3. Duration and Re-Negotiation

This Agreement shall take effect on April 1, 2005 and shall operate for a period of one [1] year from that date.

Payments associated with this Agreement shall commence in the first full week following Commission approval of the Agreement.

Re-negotiation of the Agreement shall commence no later than three [3] months prior to the expiry of this Agreement.

4. No Duress

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

5. No Extra Claims

Both parties undertake not to make or pursue any extra claims for the life of this agreement except where consistent with State Wage Case Decisions.

7. Communication

In line with our objectives of consultation and co-operation on matters of mutual interest and concern, the following channels of communication shall be utilised :

- (i) Regular Team Briefings
- (ii) News Bulletins
- (iii) Notice Boards
- (iv) Display of Key Performance Indicators and progress towards achievements
- (v) Quarterly Reviews of business performance
- (vi) Staff meetings, seminars and conferences

8. Work Responsibilities

Employees shall be required to undertake any duty provided it is legal, logical and safe and they have the skill to do it.

9. Working Hours

Hours of work shall be as per the Storemen and Packers General [State] Award.

10. Rostered Days Off

A rostered day off (RDO) will be available to current employees who, at the time of signing this agreement, work a standard 40-hour week.

- (a) Employees will have the option to either take or bank their RDO accrual
- (b) All payments made in lieu of taking the RDO will be paid at normal rates of pay.
- (c) RDO accruals are non-cumulative and will be paid out at the end of each twelve month period from the signing of this agreement.
- (d) Employees may apply to have their RDO's paid out in the last pay week prior to Christmas, in December of each year.
- (e) Employees who wish to take their RDO may do so by applying for their preferred day via a schedule which management will post by the first working day of each month. The available days will generally be between Tuesday & Thursday of each week. The company may direct employees to take an alternate day at short notice to fit with lulls in the business.
- (f) Employees may also apply to use an RDO as part of an annual leave application or at either end of a long weekend. These applications will be subject to the approval of management.

- (g) New employees will work a standard 38-hour week with no RDO.

11. Wages

The ordinary weekly rates of pay for day workers shall be as follows :

Classification	From April 1, 2005
Team Leader	\$719.75 per week
Storeperson	\$650.84 per week
Dymo Tool Repairer	\$730.09 per week

12. Method of Remuneration

- (a) Wages shall be paid weekly by electronic funds transfer to an account nominated by the employee.
- (b) At the time of payment, Team Members will be issued with a record of payment showing all earnings and deductions, including Superannuation contributions.
- (c) A Team Member whose employment is terminated will, on completing employment, be paid by Esselte the appropriate wage and any other remuneration due to the Team Member up to the time of termination of employment.

13. Casual Team Members

Remuneration shall be paid according to the relevant skill level on an hourly basis and in accordance with parent award provisions.

14. Superannuation

Superannuation will be administered in accordance with legislation including the *Superannuation Guarantee (Administration) Act 1992* and amendments, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

"Superannuation fund" shall mean either the Labour Union Co-operative Retirement Fund (LUCRF) or the complying fund options advised to employees by Esselte Australia or its representative.

15. Allowances

During the life of this agreement the following allowances will be applied :

Classification	Amount
Meal Allowance	\$9.77 per day
First Aid Allowance	\$9.93 per week
Forklift Allowance	\$0.7155 per hour

Should Award allowances exceed these allowances then the higher allowance shall be paid.

16. Annual Leave

The New South Wales Annual Holidays Act shall apply.

17. Long Service Leave

The New South Wales *Long Service Leave Act 1955*, as amended, shall apply.

18. Sick Leave

- (a) Sick Leave shall be available to all employees in accordance with the Esselte Sick Leave Policy. Sick Leave shall be not more than 76 hours per year and shall accumulate from year to year.
- (b) Unused Sick Leave may be paid each year as per the following conditions:
 - (i) Leave taken shall be deducted from the latest accruing entitlement;
 - (ii) Not more than one [1] years entitlement shall be paid out in any one year;
 - (iii) Once paid out that leave shall not be available for use.
 - (iv) Payout shall only occur upon the request of the employee.
 - (v) Leave accumulated prior to this agreement shall not be available for payout but will remain available to be taken as sick leave as required.
 - (vi) Sick Leave payouts will be calculated as at April 1 each year & be made in the first full pay period after April 1, each year.

19. Jury Service

Employees required to attend Jury duty shall receive their normal wage. When a Team Member is required to attend Jury duty the person shall inform the Supervisor promptly of the pending absence.

Should a Team Member be required to attend Jury Service for a period of five [5] days or less, the Team Member shall retain any allowances given for attending the Jury duty. Should a Team Member be required to attend Jury duty for a period of more than five [5] days, any allowances made after the fifth day shall be paid to Esselte.

20. Bereavement Leave

The Award provision shall apply except that employees shall be entitled to 3 days bereavement leave.

21. Civil and Military Force Training

- (a) Team Members involved with Army Reserve Forces shall be granted leave to attend compulsory training camps.
- (b) If service pay and allowances are less than the normal Esselte pay, Esselte shall make up the difference.
- (c) When a Team Member is required to attend compulsory training camps the person shall inform the Supervisor well in advance of the pending absence.
- (d) On returning to work the Team Member shall present the Supervisor with a certificate of attendance signed by the Commanding Officer showing the amount of service and allowances received.

22. Grievance Settlement Procedure

The provisions contained in the Award shall apply.

23. Alcohol Policy

- (a) There shall be no alcohol consumed on the premises of Esselte Australia without prior approval from Esselte Australia.
- (b) Employees shall not operate machinery under the influence of alcohol.

- (c) Esselte shall assist any employee with an alcohol problem by providing counselling, support and information.
- (d) An employee who consumes alcohol on the premises without appropriate approval and/or operates machinery under the influence of alcohol shall be subject to immediate dismissal.

24. Smoking Policy

- (a) There shall be no smoking on Esselte Australia premises except in authorised areas.
- (b) Esselte shall assist any employee wishing to quit smoking by providing counselling, support and information.
- (c) Any employee who smokes outside the authorised areas of Esselte Australia shall be subject to disciplinary policy.

25. Drug Policy

- (a) There shall be no use of illegal drugs on the premises of Esselte.
- (b) Team Members shall not operate machinery under the influence of any drug that may affect their performance and/or the safety of any other employee.
- (c) Esselte shall assist any Team Member with a drug problem by providing counselling, support and information if the facilities for counselling are not available. A Team Member who uses illegal drugs on the premises of Esselte shall be subject to immediate dismissal.

26. Equal Employment Opportunity

- (a) Esselte shall be committed to providing an environment that promotes equal employment opportunities.
- (b) Appointments, promotions and training shall be on the basis of merit and performance only.
- (c) All warehouse positions will be advertised internally as they become available.
 - (i) Position requirements and responsibilities will be outlined.
 - (ii) Qualified employees will be invited to apply.

27. Union Recognition and Membership

- (a) Esselte Australia recognises The National Union of Workers NSW Branch as the appropriate union for employees covered by this Agreement.
- (b) All employees have a right to join and shall be given the opportunity to do so.
- (c) Esselte shall deduct union fees from the employee's pay provided there is a valid authority from the employee to do so.
- (d) One elected Union delegate (or two, at the discretion of the employer) will be released, with pay, in order to attend Union training and other meetings as officially advised in writing by the Union.
- (e) New employees will be referred to this provision of the Agreement and introduced to the Union's delegates.

28. Copy of Agreement

A copy of this Agreement shall be provided to each Team Member at the time of their engagement.

29. Redundancy

Leave is reserved for the parties to this Agreement to negotiate any redundancy settlements during the life of this Agreement, should the need arise.

30. Transmission of Business

Where a business is before, on or after the date of this agreement, transmitted from the employer (in this Clause called the transmittor) to another employer (in this Clause called the transmittee); any employee who at the time of such transmission was an employee of the transmittor in that business; becomes an employee of the transmittee. The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission and the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee. Should the service of the employee be transferred from the transmittor to the transmittee, the employee shall not be considered as being terminated by the transmittor and will therefore not be entitled to any form of redundancy or severance pay.

32. Consultative Committee

(a) A consultative committee, shall be established to help meet the goals of this Enterprise Agreement.

(b) The consultative committee shall consist of:

Two representatives appointed by the company

Four representatives of the employees, from each area of the operation and will include at least one union delegate.

The representatives of the committee shall be rotated from time to time in order to ensure representation from all departments of the organisation.

(c) The consultative committee shall meet at least once every quarter or as decided by the Committee.

(d) The consultative committee shall be responsible for:

Monitoring and analyzing the work process, key performance indicators, implementing process improvements and where necessary recommending redesigning jobs within a framework for improvement in line with business requirements.

Contributing to safe working environment consistent with the requirement of the *Occupational Health and Safety Act 2001*.

Any other issues of employee or Company concern, including but not limited to:

KPIs

Reduction in Waste

Work Practices

Job Design or redesign

Absenteeism

Flexibility of labour

Improved reporting systems and controls

Employees learning and development

- (e) The Company, before implementation, agreement or action shall consider all recommendations made by the Consultative Committee.

This Enterprise Agreement was accepted by the parties and signed on the 7th day of July, 2005.

THE COMMON SEAL of ESSELTE AUSTRALIA PTY LTD was hereunto affixed in the presence of:

.....
Barry Starr
Financial Controller

.....
Chris Phillips
Managing Director

THE COMMON SEAL of THE NATIONAL UNION OF WORKERS NSW BRANCH was affixed hereto in compliance with its rules in the presence of :

.....
Witness