

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/13

**TITLE:** Paperlinx Employees Riverwood Enterprise Agreement 2003

**I.R.C. NO:** IRC3/5356

**DATE APPROVED/COMMENCEMENT:** Approved 3 October 2003/Commenced 1 July 2003

**TERM:** 27

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/279

**GAZETTAL REFERENCE:** 13 February 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees engaged at the Spicers Paper Distribution Centre, located at 82 Belmore Rd, Riverwood NSW 2210, who fall within the coverage of the Storeman & Packers General (State) Award

**PARTIES:** Paperlinx Pty Ltd, Spicers Paper Limited -&- the National Union of Workers New South Wales Branch, Printing and Allied Trades Employer's Association of New South Wales

# PAPERLINX MERCHANT LOGISTICS EMPLOYEES RIVERWOOD ENTERPRISE AGREEMENT 2003

## 1. Title of Agreement

This Agreement Shall Be Know As The Paperlinx Employees Riverwood Enterprise Agreement 2003.

### Arrangement

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## 3. Application and Parties Bound

This agreement shall be binding on:

- (i) Spicers Paper Pty Ltd (Spicers), situated at 82 Belmore Road, Riverwood NSW 2210.; and
- (ii) Employees engaged at Spicers Paper Distribution Centre, 82 Belmore Road Riverwood NSW 2210, whether Union members or not; and
- (iii) The National Union of Workers, NSW Branch (N.U.W).

#### **4. Date and Period of Operation**

This agreement shall operate and remain in force for a period of 27 months from 1/07/2003 to 30/09/2005

#### **5. Relationship to Parent Awards**

Where a matter is not covered by this agreement, then reference should be made to the Storeman & Packers General (State) Award.

#### **6. Objectives of the Agreement**

The terms of this Agreement have been entered into by the employer and the employees in recognition of the need for continuous improvement of the Company's operation to assist Paperlinx in improving its profitability, thereby ensuring the Company's long term future and providing job security for all employees by:

- 6.1 Continuous use of the consultative approach to improvement;
- 6.2 Commitment to training and development of all employees so as to provide appropriate skills to the position description as well as providing career improvement opportunities wherever possible;
- 6.3 The development and use of Key Performance Indicators (KPI's) to monitor productivity improvements;
- 6.4 These KPI's are to be used as a broad measure to gauge overall performance of the business with a view to pursuing consultative based improvement initiatives from a team perspective.
- 6.5 A full commitment by employees towards achieving the Company objectives, with particular focus given to meeting or exceeding customer requirements.

#### **7. No Disadvantage to Employees**

This agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

#### **8. Disputes Settlement Procedure**

Refer to clause 5 (Disputes Procedure) of the Storeman & Packers General (State) Award.

#### **9. Not to Be Used as a Precedent**

The parties to this agreement commit to and agree that this agreement shall not be used as a precedent in any manner whatsoever to obtain similar or like arrangements in any other plant or enterprise.

#### **10. No Extra Claims**

It is a term of this agreement that:

Neither party shall pursue any extra claims during the nominal life of this Agreement, and

That the Agreement will cover all matters or claims regarding the employment of the employees

#### **11. Site Rates of Pay for Casuals**

All casuals, including agency casuals, will be paid the site rate.

## **12. Limited Tenure Full Time Employees**

A limited tenure full-time employee is one engaged and paid as a permanent full-time employee. Such employees shall be engaged for extended leave, special projects or in specific circumstances where permanent employment is not appropriate. The company will consult with the site delegate prior to the hiring of such limited tenure employees.

## **13. Casual Employment**

A casual worker shall become a full time permanent employee of the company after 6 months continuous service. The company will review the casual's status after 3 months. The exception to this clause is in the event that the person rejects the offer of permanent employment.

## **14. Hours of Work**

- 14.1 The ordinary hours of work will be 38 per week to be worked in periods of 7.6 hours per day between the hours of 6 am and 6 pm Monday to Friday. However, by agreement the hours may be varied after consultation with the Union.
- 14.2 Spicers Paper will determine the starting and finishing times for work and will give a minimum of seven (7) days notice of any change.
- 14.3 Roster days (RDO's) are not taken at this site. Payment as compensation for the removal of the RDO's is included in employee's wage rates.

## **15. Rest Breaks**

Employees are entitled to a fifteen (15) minute rest break in the first half of each shift at a time determined by Spicers Paper considering operational requirements of the business. No other paid breaks will be taken during normal working hours.

## **16. Union Delegates Paid Time Off**

Any formal request for time-off for delegates to attend official Union business will be considered based on operational needs. Permission to attend will not be unreasonably withheld.

## **17. Shift Allowance**

- 17.1 An employee who works a fixed morning or afternoon shift which commences or ceases outside the span of hours as stated in clause 11 will receive a shift allowance of 20% of the rate for the employees classification for the ordinary hours worked on that shift.
- 17.2 The shift allowance is not paid to employees when they are absent, on annual leave or sick leave.

## **18. Overtime**

- 18.1 Any overtime worked Monday to Friday will be paid at the rate of time and a half for the first two hours then double time thereafter.
- 18.2 Work performed on a Saturday will be paid at the rate of time and one half for the first two hours, then double time thereafter.
- 18.3 Work performed on a Sunday will be paid at the rate of double time
- 18.4 An employee who works overtime for more than one hour on any day or shift after the fixed ceasing time shall be paid on such day a meal allowance at the applicable rate, unless notified on the previous day of the intention to work such overtime. Should an employee be notified of the intention to work overtime and then not be called upon to do so, then he/she will be paid the meal allowance.

## **19. Reasonable Overtime**

An employer may require any employee to work reasonable overtime at overtime rates.

An employee may refuse to work overtime in circumstances, the working of such overtime would result in the employee working hours which are unreasonable.

19.1 What is unreasonable will be determined having regard to:

19.1.1 any risk to employee health and safety;

19.1.2 the employee's personal circumstances, family and carer's responsibilities;

19.1.3 the needs of the workplace or enterprise;

19.1.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and any other relevant matter.

Employees to ensure that all work is completed within a 24 hour cycle.

This clause will not be used to arbitrarily warn or counsel employees and will continue to be utilised as per the current custom & practice on this site.

## **20. Annual Leave**

20.1 Employees are entitled to four weeks (20 working days) annual leave, excluding public holidays, for each year of completed service with Spicers Paper.

20.2 Leave is to be taken at a time mutually convenient to the company and the employee, with regard to the company's operational requirements.

20.3 The maximum period of notice will be provided by the parties for the giving and taking of annual leave however the company will take into consideration extenuating circumstances.

20.4 By agreement between the company and an employee, leave may be taken in advance of entitlement.

20.5 Spicers Paper may require an employee to take any accrued but untaken leave in excess of 20 days will be taken as directed. Each case is to be considered on its merits.

## **21. Sick Leave**

21.1 An employee is entitled to paid sick leave of five days in the first year of service and ten days in the following years.

21.2 An employee claiming sick leave must wherever practicable within one hour of the normal commencement of shift to inform their manager/supervisor of their inability to attend work.

21.3 Spicers Paper may, in relation to any period of absence, subsequent to any other 2 day period of absence due to illness, require the employee to furnish evidence by way of a certificate from a registered medical practitioner, or a statutory declaration, stating the reason for the absence.

21.4 A doctor's certificate will be required for a single day absence if such leave is taken before or after a public holiday, weekend or long weekend. A loss of pay will result if no doctor's certificate is supplied.

## **22. Uniforms**

Employees are provided with a uniform which must be worn at all times whilst on duty and maintained in a clean and tidy condition. Each employees wage contains a component to compensate for the cost of laundering uniforms.

### **23. Redundancy**

The Company will make every endeavour to mitigate any redundancies that might occur at this site by looking at redeployment possibilities and career counselling for those affected.

### **24. Transmission of Business**

(a) The provisions of this clause are not applicable where a business is before or after the date of this award, transmitted from an employer (in this subclause called 'the transmittee') in any of the following circumstances:

(i) where the employee accepts employment with the transmittee which recognises the period of employment which the employee had with the transmittor and any prior transmittor to be service of the employee with the transmittee; or

(ii) where the employee rejects an offer of employment with the transmittee:

in which the terms and conditions are substantially no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

which recognises the period of employment which the employee had with the transmittor and any prior transmittor to be service of the employee with the transmittee.

### **25. Training**

25.1 Formalised Induction to be mandatory.

25.2 Training needs to be identified through consultation with the employees against recognised skill sets so as to provide flexibility in the workplace through multi skilling.

25.3 All employees to be provided with the skills required to perform their work to the highest standards, thereby improving their career opportunities with the Spicers Group.

25.4 There will be complete flexibility with employees undertaking, as required, all tasks and duties for which they are appropriately trained and skilled.

### **26. Probation (Three Months)**

26.1 An employee will initially be employed on probation for a period of three (3) months and notified accordingly in writing prior to the time of engagement;

26.2 Spicers Paper will complete an assessment with the employee prior to the expiration of the probationary period;

26.3 During the probationary period either party may terminate the employment by giving the other party one weeks notice of termination or payment in lieu thereof.

### **27. Union Recognition Clause**

When a new employee starts, they will be given the opportunity to meet the site Union delegate.

## 28. Wage Rates

Spicers Riverwood Wage Rates:

Classification	1st July 2003	1st July 2004	1st March 2005
	Hourly rate	Hourly rate	Hourly rate
a.m. Shift Storeperson	\$15.54	\$16.47	\$16.64
p.m. Shift Storeperson	\$15.88	\$16.84	\$17.00
Guillotine Operator	\$19.27	\$20.43	\$20.63
Guillotine Offsider	\$15.48	\$16.40	\$16.57
Slitter Operator	\$19.35	\$20.51	\$20.71

## 29. Endorsement of Agreement

Signature:

Signature:

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Print Name:

Print Name:

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National Union of Workers  
NSW Branch

NSW Regional Logistics Manager  
Paperlinx