

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/200

TITLE: The Esselte Enterprise Agreement 2004

I.R.C. NO: IRC4/3359

DATE APPROVED/COMMENCEMENT: 30 June 2004 / 1 April 2004

TERM: 12 Months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/91

GAZETTAL REFERENCE: 30 July 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Esselte Australia Pty Ltd located at Level 1, 82 Waterloo Road, Macquarie Park, NSW 2113 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

The Esselte Enterprise Agreement 2004

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Signatories to Agreement

1. Title

This Agreement is the Esselte Enterprise Agreement 2004.

2. 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.

3. Coverage

This Agreement covers employees working in occupations associated with warehouse operations at the Esselte Australia warehouse at 126 Hassall Street, Wetherill Park, NSW 2164 and the new distribution centre at Part Lot 401, DP 8776442, Pembroke Road, Minto.

4. Duration and Re -Negotiation

This Agreement shall take effect on April 1, 2004 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 and back payment made to the date of agreement.

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

5. No Duress

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

6. 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

Esselte Australia shall provide a Rostered Day Off schedule for each employee, whereby specific dates will be set aside for such Rostered Days Off for each employee for the busy six-month period of the year, being October through March. These days will be in the last 10 working days of the month.

In the balance of the year employees will be allowed to select their rostered days off in the last fifteen working days of the month. Employees will be able to swap their Rostered day with other employees provided there is mutual agreement between the employees and Esselte.

Wherever possible, over all schedules, all employees shall be given equity in terms of Rostered Days off being clustered around weekends or Public Holidays.

11. Wages

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

Classification	From April 1, 2004
Team Leader	688.76
Storeperson	622.81

Dymo Tool Repairer 698.65

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. Allowances

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

Classification	Amount
Meal Allowance	\$9.35 per day
First Aid Allowance	\$9.50 per week
Forklift Allowance	\$0.6847 per hour

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

15. Annual Leave

The *New South Wales Annual Holidays Act* shall apply.

16. Long Service Leave

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

17. 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.

18. 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.

19. Bereavement Leave

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

20. 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.

21. Grievance Settlement Procedure

The provisions contained in the Award shall apply.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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) New employees will be referred to this provision of the Agreement and introduced to the Union's delegates.

27. Copy of Agreement

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

28. 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.

This Enterprise Agreement was accepted by the parties and signed on the 8th day of June 2004

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

 Secretary

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

Witness }
Jennifer Lord, J.P. }
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