

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA05/237

**TITLE: Spicers Station Group Enterprise Flexibility Agreement
Kingsgrove 2004**

I.R.C. NO: IRC5/3631

DATE APPROVED/COMMENCEMENT: 21 July 2005 / 30 June 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/326.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Spicers Stationery Group, located at 133, Vanessa Street, Kingsgrove NSW 2208, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Spicers Stationery Group -&- the National Union of Workers, New South Wales Branch

SPICERS STATION GROUP ENTERPRISE FLEXIBILITY AGREEMENT KINGSGROVE 2004

CONTENTS

Clause No.	Subject Matter
1.	Introduction
2.	Communication
3.	Term of Agreement Operation
4.	Terms of Engagement
5.	Payment of Wages
6.	Hours
7.	Meal Hours
8.	Mid Shift Break
9.	Sick Leave
10.	Clothing
11.	Preference of Employment
12.	Disputes Procedure
13.	Redundancy
14.	Transmission of Business
15.	Union Delegates
16.	Wages
17.	No Extra Claims
18.	Superannuation Choice
19.	Long Service Leave

Attachment 1 - Anti-Discrimination

1. Introduction

This agreement, whilst recognising management's right to manage, also recognises the value of the efforts employees apply to their duties. In the spirit of this agreement, both parties agree to develop an environment of co-operation and have entered into this agreement without duress.

The agreement has been based on the Storeman and Packers General (State) Award, and accepts the spirit of the award with the amendments detailed in this agreement. Where conflict between the award and this agreement exists, then this agreement and the spirit of it will prevail over the award.

1.1 TITLE OF AGREEMENT

Enterprise Flexibility Agreement (EFA) of Spicers Stationery Group (A Division of PaperlinX Australia Pty Ltd), and warehouse employees located at 133 Vanessa Street, Kingsgrove, NSW.

1.2 PARTIES TO THE AGREEMENT

Spicers Stationery Group (A Division of PaperlinX Australia Pty Ltd), 133 Vanessa Street, Kingsgrove, NSW, and the Storeman and Packers at Spicers Stationery Group (A Division of PaperlinX Australia Pty Ltd), 133 Vanessa Street, Kingsgrove, NSW, represented by the National Union of Workers (NSW Branch).

2. Communications

- (i) A working party is to be established under the chairmanship of the Warehouse Manager and made up of two employees representing the Storemen, the Warehouse Supervisor and the Customer Services Supervisor. The role of the working group, which is to meet not less than quarterly, is to consider the introduction of work place initiatives to improve efficiencies, ie. job rotation, ascension through the

classification structure etc. The group is also to determine methods to measure gains in productivity developed as a result of work place initiatives.

3. Term of Agreement Operations

- (i) This agreement will take effect from the date of certification and remain in force until 30 June 2006.
- (ii) Both parties agree to review this agreement with such review commencing not more than three (3) months prior to the expiration date of agreement.

4. Terms of Engagement

- (i) Employment of weekly hands will be subject to a probationary period of three (3) months, terminable at 5 day's notice on either side, provided that the employer shall indicate, in writing, to an employee and the employee will confirm his/her understanding in writing at the time of engagement whether he/she is being engaged as a casual worker or on a weekly basis.

5. Payment of Wages

- (i) Payment of wages will be by Electronic Funds Transfer (EFT) and shall be available in the employee's nominated bank not later than midday Thursday of each week.

6. Hours

- (i) Employees will be required to work 37.5 hours, this is exclusive of meal times.

HOURS WORKED

- (a) The hours to be worked will be between the span hours of 6.00am to 12.00pm subject to afternoon or night shift allowances such shifts 20% more than his/her ordinary rate.

The current morning shift times are 8.30am to 4.30pm and the afternoon shift subject to 20% loading is 12.30pm to 8.10pm including the agreed crib break.

- (b) Once having fixed the time for commencing and finishing work, the times shall not be altered without at least 7 days notice to the employees concerned or earlier of by mutual agreement between the employer and such employees.

7. Meal Hours

- (i) A thirty minute meal break is to be provided at a time agreed to between the employer and employees. Once the meal break time has been agreed to, it shall not be varied by the employer, unless agreed to by the majority of employees or notified by the employer to employees in writing giving 7 days notice. If varied at the employers direction, the guidelines of the award are to be followed.
- (ii) Not withstanding preceding direction, management reserves the right to vary meal times for celebratory occasions.

8. Mid Shift Break

- (i) All employees shall be allowed ten minutes each morning or afternoon as a rest period, at a time nominated by the employer. Such time to be counted as time worked.

9. Sick Leave

- (i) Proof of incapacity to attend work shall be by means of a doctor's certificate and shall be provided for all absences from duty exceeding 6 hours.

- (ii) Notification of an employees inability to attend for duty is to be given to the employer within half an hour, where practicable and not more than 3 hours of the commencement of the absence.

10. Clothing

- (i) The employer will provide an annual supplement of working dress for employees as per the "Table of Working Dress" below:

TABLE OF WORKING DRESS		
	ANNUAL ISSUE	SPECIAL ISSUE*
TROUSERS	1	--
SHIRTS	1	--
"T" SHIRTS	2	--
JACKET	1	--

* Special issues will only be considered when the original or replacement article is worn out or damaged, but not more frequently than once each two (2) years.

- (ii) Employees undertake to wear the working dress as a condition of employment and to maintain it in a clean and serviceable condition at all times.

11. Employment

- (i) The employer reserves the right to select applicants for employment.
- (ii) The employer supports the unions presence in the workplace and encourages membership of the union.

12. Disputes Procedure

This procedure is designed to ensure all grievances and disputes are resolved as quickly and as close to the working level as possible. The following sequence of action is to be observed for handling disputes.

INITIAL ACTION: In the first instance the employee, with the elected union representative if they wish, shall discuss the problem with the employee's immediate supervisor.

ACTION 2: If the supervisor or the employee is not satisfied that the dispute has been resolved, then the supervisor, the employee, and the elected union representative are to discuss the problem with the warehouse supervisor or warehouse manager.

ACTION 3: If the dispute remains unsolved, the elected union representative is to advise the local union organiser who should then discuss the dispute with the warehouse manager.

ACTION 4: Should all attempts to resolve the dispute at the working level fail, then the union secretary should discuss with the national logistics manager.

It should be noted that during the dispute the "status quo" just prior to the dispute is to apply (except for a genuine safety issue).

At any stage during or after (Action 3) either party may refer the dispute to the Industrial Registrar.

13. Redundancy

- (i) Discussions before termination.
 - (a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their Union.

- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of clause 16a and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employers interest.

(ii) Severance Pay

- (a) Three weeks pay and three weeks pay for each year or part year of service; one extra week in the notice period if 45 years of age and over;
- (b) Annual Leave loading paid on pro-rata annual leave,
- (c) Pro-rata long service leave for employees with more than five years continuous service,
- (d) All unused sick leave accrued within the ten year period prior to termination,
- (e) Provision of appropriate outplacement services.

14. Transmission of Business

- (i) Where a business is before, on or after the date of this agreement, transmitted from an employer (in this clause call the transmittor) to another employer (in this clause called the transferee) and an employee who at the time such transmission was an employee of the transmittor in that business becomes an employee of the transferee. 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 transferee.

15. Union Delegates

- (i) On presentation of a Union Notice of Delegates or training meeting, the company agrees to allow the Union Delegate up to seven (7) working days per year to attend without loss of pay for the hours/days required to attend such official union business.

16. Wages

		Grade 1	Grade 2	Minimum Grade 3	Grade 4	Grade 5
As at 01-07-02		\$563	\$591	\$625	\$730	\$828
Date	Increase					
01-07-2004	4%	\$633.36	\$665.60	\$703.04	\$820.56	\$931.84
01-07-2003	4%	\$658.69	\$692.22	\$731.16	\$853.38	\$969.11

The increases provided in this clause shall take effect on 1 July 2004. Employees covered by this agreement at the date of registration will be paid in accordance with this clause from the dates specified or the date of employment whichever is the later.

Casuals and agency employees to be paid site rates of pay.

17. No Extra Claims

All parties agree that during the life of the current EFA, no party will raise any further claims relating to the terms and conditions of EFA. However, the company advises that wage increases can and will be approved, providing the following principles are adhered to:

- (a) They are mutually agreed.
- (b) They are ratified by the NSW Industrial Commission and are not absorbable.

All parties commit themselves to re-negotiate the EFA. This shall commence three months prior to the expiry date of the EFA.

Should a question of interpretation arise on the application of the EFA, it will be processed through the established dispute-settling mechanism.

Spicers Stationery has the required assets to cover all workers entitlements if required as per the Spicers Termination Formula.

18. Superannuation Choice

18.1 Preamble

18.1.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

18.1.2 Notwithstanding 18.1.1, the following provisions also apply.

18.2 Definitions

18.2.1 "Fund" - In this clause all references to "Fund" shall mean the Amcor Superannuation Fund - Accumulation Section (or its successor), the PaperlinX Superannuation Fund - Defined Benefit section (or its successor) or the Labour Union Cooperative Retirement Fund (LUCRF).

18.3 Employer contributions

18.3.1 The employer will contribute to the fund on behalf of all employees who are members of an accumulation fund without exception, 11%. This percentage is applied to the base rate of pay. Payments shall be made into the fund in accordance with the Trust Deed.

18.3.2 The employer will contribute to the fund on behalf of all employees who are members of a defined benefit fund such amounts as may be required by the trust Deed of the fund.

18.3.3 Subject to 18.3.4 and 18.3.5, employees shall have the right to choose which Fund they wish to have the employer contributions directed to, with the exception of joining or rejoining the PaperlinX Superannuation Fund. Employees are able to exercise this right of choice (ie change Fund) once during the life of this Agreement. The exercise of this choice of Fund membership will not result in any additional on-going cost to the employer.

18.3.4 Persons who are currently members of the PaperlinX Superannuation Fund are entitled to a defined benefit and are accordingly not currently able to exercise the right of choice set out in 18.3.3. The parties agree to discuss whether practical arrangements can be negotiated allowing right of choice to be extended to these individuals.

18.3.5 New employees will be enrolled in the LUCRF Fund.

18.4 Superannuation Contributions for employees on workers compensation or accident make up payments.

Where an employee is receiving workers compensation payments or top up payments or accident make up payments, the employee will continue to receive superannuation contributions. An employer will continue to contribute the amounts specified in clause 18.3.1. The percentage contributions will be based on the employee's actual average weekly earnings taken from 52 weeks prior to a claim being made or any lesser period actually worked, although the contributions will not be higher than the contributions that would otherwise have been made had the employee still been working.

18.5 Employee contributions

18.5.1 An employee may make contributions additional to those made by the employer under subclause 18.3.1. To do so the employee must authorise the Employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.

18.5.2 If the employer receives such written authorisation from the employee, it must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

18.5.3 An employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions, in accordance with the rules of the fund.

18.5.4 Additional employee contributions to the fund requested under this sub-clause shall be expressed in whole dollars.

18.6 Cessation of contributions

The obligations of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

19. Long Service Leave

19.1 Long service leave shall accumulate from 1 July 2004 at the rate of .9333 weeks per year of service, equalling 14 weeks for every 15 years of service and pro-rata thereafter.

Long service leave shall be available at and after ten years service on a pro-rata basis for previous and current accruals.

Long service leave accrued prior to 1 July 2004 will be at the previous rate of accrual.

15.2 Public holidays that fall within a period of long service leave should be additional not inclusive of long service leave.

SIGNED
FOR AN ON BEHALF OF
SPICERS STATIONERY GROUP
(New South Wales Branch)

MALCOLM BURNS
Group Human Resources Manager
Spicers Stationery Group

SIGNED
NATIONAL UNION OF
WORKERS

DERRICK BELAN
State Secretary

ATTACHMENT 1

ANTI-DISCRIMINATION

It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

(a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."