

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/118**

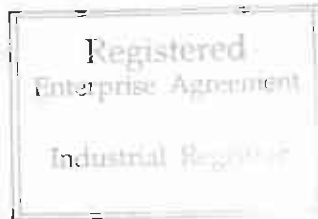
**TITLE: Dalton Fine Paper (New South Wales) Enterprise Agreement 1998**

**I.R.C. NO: 98/6234**

**DATE APPROVED/COMMENCEMENT: 18 March 1999**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New.Replaces EA 96/401.**



**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Dalton Fine Paper at its Regents Park Warehouse engaged as Storepersons, Leading Hands, Guillotine Operators, Trainee Guillotine Operators & Wrappers

**PARTIES:** Paper Australia Pty Ltd (trading as Dalton Fine Paper, New South Wales) -&- Rick Aslan, Les Bullock, Peter Cadigan, Constantine Hatzis, Spiro Kavaleiros, Siufatu Milosia, Vae Nikoro, Jamie Quinn, Biagio Travato, Dinh-Cam Van, Alfred Zahra

**DALTON FINE PAPER (NEW SOUTH WALES)  
ENTERPRISE AGREEMENT 1998**



**1. Title**

This Agreement will be known as the Dalton Fine Paper (New South Wales) Enterprise Agreement 1998.

**2. Arrangement**

<u>Clause No.</u>	<u>Clause</u>
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2	Arrangement
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**3. Parties Bound**

This Agreement, made in pursuance of the New South Wales Industrial Relations Act 1996, is binding on:

**(a) The Employer**

Paper Australia Pty Ltd (trading as Dalton Fine Paper, New South Wales) ("Dalton Fine Paper"); and

(b) **The Employees**

Employees engaged at Dalton Fine Paper warehouse.

**4. Intention**

This Agreement applies only to employees engaged at Regents Park Estate, 391 Park Road, Regents Park, New South Wales.

**5. Incidence**

This Agreement will regulate in part, the terms and conditions of employment previously regulated by the Storemen and Packers General (State) Award. Apart from clauses specified in this Agreement, all other clauses of the Award will apply.

**6. Duration**

This Agreement will operate from the date of registration and will remain in force for a period of two years unless varied or terminated earlier in accordance with the provisions of the Act.

**7. Single Bargaining Unit**

This Agreement was negotiated by a single bargaining unit representing all employees engaged in Dalton Fine Paper's warehouse.

**8. No Duress**

This Agreement was not entered into under duress by any party to it.

**9. Objectives**

This Agreement has been developed through a process of consultation and participation with employees and reflects the on-going commitment of Dalton Fine Paper and its employees to the delivery of quality services to our customers and to the creation of a rewarding and fulfilling working environment.

The objectives of this Agreement are to:

- Develop a more productive, efficient, flexible and quality-conscious workplace which will improve Dalton Fine Paper's competitive position and result in employees being better rewarded and having greater long-term job security.
- Ensure there is total commitment by all Dalton Fine Paper employees towards achieving the Company's objectives, with particular attention to not only meeting but exceeding customer requirements.
- Provide greater opportunity for training, skills development and career progression.
- Facilitate complete flexibility in operations with employees undertaking all tasks and duties for which they have the appropriate training and skills.

- Foster the development of greater trust, co-operation, commitment and team-work, and improve communication between employees and management.
- Provide opportunities for employees to be involved in decisions affecting their work and encourage them to contribute ideas for improvement to operations.
- Ensure grievances are resolved in a positive, timely and co-operative manner without interruption to operations.
- Develop a sound foundation which will provide the basis for identifying further opportunities for productivity gains in the next round of enterprise bargaining.

#### 10. Hours of Work

Ordinary hours of work will be 40 per week to be worked in periods of 8 hours per day between 6.30 a.m. and 5.30 p.m. Monday to Friday.

Registered  
Enterprise Agreement

Industrial Registrar

#### 11. Rostered Days Off

Rostered days off do not apply at Dalton Fine Paper. They have been "bought out" at the rate of time and a half for 2.5 hours per week and payment has been included in employees' weekly wage rates.

#### 12. Union Picnic Day

- 12.1 Employees guarantee that a minimum of 50% of warehouse employees will be available to work on the scheduled Union Picnic Day.
- 12.2 Employees who work on the Union Picnic Day will do so without penalty and may substitute that day by arrangement with the Company.

#### 13. Sick Leave

- 13.1 Sick leave provisions will be in accordance with the Award.
- 13.2 Employees are committed to reducing absenteeism in the warehouse and agree that absenteeism will be included in the performance indicators to be established prior to the second scheduled wage increase.

#### 14. Annual Leave Loading

- 14.1 Annual leave loading will be incorporated into each employee's weekly wage rate. The higher base rate resulting from this change will be used for the calculation of all entitlements.
- 14.2 Employees may choose to arrange for the additional weekly amount to be paid into a separate personal bank account to be used when they go on leave. This can be arranged as a normal payroll deduction.

## 15. Probationary Employment

- 15.1 An employee will initially be employed on probation for a period of 3 months and will be notified accordingly in writing at the time of engagement.
- 15.2 Dalton Fine Paper will complete a written assessment of the employee prior to the end of the probationary period and may either confirm or terminate the employment at that time.

## 16. Superannuation

- 16.1 Superannuation contributions will be made in accordance with the provisions of the Amcor Superannuation Fund - APM (1993) Section. Details of the Fund and employee entitlements are contained in the information booklet provided to all employees.
- 16.2 Superannuation contributions for casual employees will be at the minimum level required under the Superannuation Guarantee Charge legislation.

## 17. Career Paths

Career paths will be developed during the life of this Agreement. The principle of additional payment for skills acquired and utilised will be applied.

## 18. Flexibility

- 18.1 Employees will perform any work required provided they are trained and possess the appropriate skills, competence and qualifications.
- 18.2 Staff employees may be used to assist in the warehouse when employee levels are temporarily insufficient to meet required service levels to customers or to avoid stock damage. Staff who may be used in this way are the Warehouse Manager, Assistant Warehouse Manager, Transport Supervisor, Sample Room staff and cadets, provided they possess the necessary skills, competence and licences to perform the specific tasks to be undertaken, and after consultation with affected employees.

## 19. Grievances Procedure

- 19.1 Grievances will be handled in an open and co-operative manner, without the need for interruption to operations and, as far as possible, without the involvement of third parties.
- 19.2 Employees have a right to raise any matter of concern with their supervisor and to have that matter dealt with fairly and promptly.
- 19.3 If a matter cannot be resolved at this level, it will be referred to higher levels of management for determination.
- 19.4 When required, the job delegate can be invited to assist in resolving the matter.

- 19.5 Where a matter is still unresolved, the employee may wish to involve a union official at this stage.
- 19.6 A matter which cannot be resolved internally may be referred to the Industrial Relations Commission whose decision will be final subject to the provisions of the Industrial Relations Act 1991.
- 19.7 Both Dalton Fine Paper and employees recognise the importance of ensuring correct, complete and timely delivery of product to customers. The parties will therefore co-operate to ensure that all matters are resolved as quickly as possible. Until a matter is determined, work will continue as required by management and there will be no disruption to operations. Neither party will be prejudiced as to the final settlement of the grievance by the continuation of work in accordance with this clause.
- 19.8 Management and employees agree that disputes involving third parties will not impact on the operations of Dalton Fine Paper.

## 20. Redundancy

- 20.1 An employee, whose position is made redundant and who is retrenched will receive a severance payment equivalent to 3 weeks wages at the ordinary rate of pay for each completed year of service and pro-rata for part of a year. Provided that a maximum payment of 52 weeks wages will be paid.
- 20.2 Pro-rata long service leave will be paid after 5 years service.
- 20.3 Any employee retrenched shall be paid a cash bonus representing the value of sick leave not expended.
- 20.4 Nothing in this clause limits any entitlements of employees under the *Employment Protection Act 1982* or the *Long Service Leave Act 1955*.

## 21. Performance Measures

- 21.1 Performance indicators will be developed within a month of this Agreement coming into operation to enable the measurement of improvements in productivity during the life of the Agreement.
- 21.2 Indicators will include absenteeism, health and safety performance, picking errors, damaged stock, cleanliness and housekeeping. Current standards of performance in these areas will be established and target levels set after consultation with employees.

**22. Wage Rates**

22.1 Weekly wage rates from commencement of this Agreement will be as follows:

<b>Classification</b>	<b>Weekly Wage Rate</b>
Storeperson	\$540.96
Leading Hand	\$559.04
Guillotine Operator	\$683.46
Trainee Guillotine	\$579.62
Wrapper	\$524.81



22.2 A further performance based wage review will occur in July 1999 in line with Company policy for staff reviews.

**23. Medical Benefits**

Employees are eligible to participate in the Company Medical Benefits Plan, subject to meeting the conditions for entry into the Plan, as determined from time to time.

**24. No Extra Claims Commitment**

The parties agree that, for the duration of this Agreement, there will be no further wage increases, or extra claims by the union.

**25. Renewal of Agreement**

Three months before the expiry of this Agreement, the parties will meet with a view to commencing negotiations regarding a new agreement to replace the current Agreement.

SIGNED:

**David Chatillon, Manager, Dalton, NSW  
For Paper Australia Pty Ltd**

DATE:

4/11/98



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Employee

DATE: 4/11/98

SIGNED: *[Signature]*  
Employee

DATE: 4-11-98



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Employee

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Employee

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Employee

DATE: 6-11-98

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Employee

DATE: \_\_\_\_\_





SIGNED: J Bullock DATE: 4-11-98  
Employee

SIGNED: B. [unclear] DATE: 4-11-98  
Employee



SIGNED: [unclear] DATE: 4-11-98  
Employee

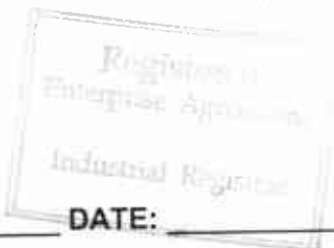
SIGNED: [unclear] DATE: 4-11-98  
Employee

SIGNED: Liza Taylor DATE: 4-11-98  
Employee

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Employee

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Employee

SIGNED: *[Signature]* DATE: 10/11/98  
Employee



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Employee



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