

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/55

TITLE: ACCO Australia Enterprise Agreement 1998

I.R.C. NO: 98/6627

DATE APPROVED/COMMENCEMENT: 27 January 1999

TERM: 30 June 2000

NEW AGREEMENT OR
VARIATION: New. Replaced EA97/125

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF
EMPLOYEES:

Applies to employees engaged as Packer and Process Worker Grades 1 to 3

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

Registered
Enterprise Agreement
Industrial Registrar



ACCO Australia

PTY LIMITED

Enterprise Agreement

Registered
Enterprise Agreement
Industrial Registrar

It is agreed by the Parties as follows:

1. TITLE

This Agreement shall be known as the "ACCO Australia Enterprise Agreement 1998".

2. ARRANGEMENT

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- 3 - Parties
- 4 - Application of Agreement
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3. PARTIES

The parties to this Agreement are as follows:

- (i) ACCO Australia Pty Limited
- (ii) National Union of Workers, New South Wales Branch.



4. APPLICATION OF AGREEMENT

This Agreement shall apply to all employees employed within the warehouse subject to the Storemen and Packers General State Award in the occupations specified in Clause 8 herein, situated at 46 Holbeche Road, Arndell Park, NSW, 2148.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Storemen & Packers (General) State Award provided that where there is any inconsistency between the two this Agreement shall prevail to the extent of the inconsistency.

6. NO DURESS

This Agreement was not entered into by duress by either party.

7. DEFINITIONS

'The Company' is ACCO Australia Pty Limited (A.C.N. 000 265 047)

'The Union' is the National Union of Workers (NSW Branch)

'The Award' is the Storemen & Packers General (State) Award

8. CLASSIFICATIONS/OCCUPATIONS

Packer and Process Worker - Grade 1

Packer and Process Worker Grade 1 shall mean an employee who performs work to the level of their training, and:

1. Is responsible for the quality of their own work (subject to instructions and direction).
2. Works in a team environment and/or under routine supervision.
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses good interpersonal and communication skills.



6. Indicative of the tasks which an employee at this level may be required to perform include the following:
- General labouring and cleaning duties.
 - Order assembling including picking stock.
 - Loading/unloading.
 - Receiving, checking, dispatching and sorting of products.
 - Satisfying internal and external customer needs.
 - Operation of a keyboard to carry our stores work.
 - Documenting and recording of goods, materials and components.
 - Basic inventory control.
 - Use of hand trolleys and pallet trucks.

Packer and Process Worker - Grade 2

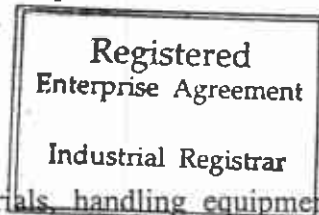
A Packer and Process Worker Grade 2 shall mean an employee, who in addition to performing the duties of a Grade 1 Storeman and Packer:

1. Has performed 12 months service as a Storeman and Packer Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
2. May be required to use, for training purposes, materials handling equipment which requires licensing/certification; and
3. May be required to assist in the development of Grade 1 Storeman and Packer.

Packer and Process Worker - Grade 3

A Packer and Process Worker Grade 3 shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the Company to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is:

1. Able to work from complex instructions and procedures.
2. Able to co-ordinate work in a team environment under general supervision.
3. Responsible for assuring the quality of their own work.
4. Possesses sound interpersonal and communication skills.
5. Licensed and/or certified to operate all appropriate materials handling equipment, e.g. forklift, mobile crane, carousel, etc.



6. May be required to perform the following tasks/duties:

- Inventory and stores control.
- VDU Operation using intermediate keyboard skills to carry out stores work.
- Use of other electronic equipment, e.g. scanner, to carry out stores work.
- Routine maintenance of stores equipment and machinery.

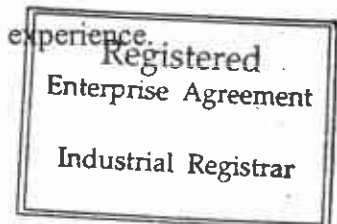
Leading Hand

A Leading Hand is appointed by the Company to assist in the good order or work flow in an operating area by:

- Receiving instructions, allocating the work flow to employees and supervising the exercise of employees duties.
- Controlling the standard of work and work output set by management and other staff.
- Determining shortages in labour, or material or equipment failures, and bringing any deficiencies to management staff for consideration.
- Where a failure in training or behaviour occurs a Leading Hand shall disengage from further action and place the matter into the hands of management staff.
- Nonetheless this does not preclude the Leading Hand from giving training but only on the general instructions of a Manager.

A Leading Hand may assist with:

- Planning - Annual Leave rosters or rostered days off to ensure an orderly overview of work cover, discipline for behaviour, absenteeism or performance.
- A Leading Hand is appointed on merit and skill taking into account the following factors:
 - Clerical aptitude.
 - How to supervise assessment.
 - Interpersonal and communications skills. Work performance - experience.
 - Attendance.
 - Attention to detail.
 - General attitude to company standards.
 - Training and education.



ACCO AUSTRALIA ENTERPRISE AGREEMENT 1998

9. RATES OF PAY

- (i) From the first full pay period commencing on or after 1 December 1998, employees to whom this Agreement applies will be paid the following rates:

Leading Hand in charge of:	\$ per week
1 to 5 employees:	522.89
6 to 10 employees:	540.60

(NOTE: These rates are inclusive of the Leading Hand allowance provided in the award).

Packer and Process Worker Grade 3	501.57
Packer and Process Worker Grade 2	495.87
Packer and Process Worker Grade 1	484.40

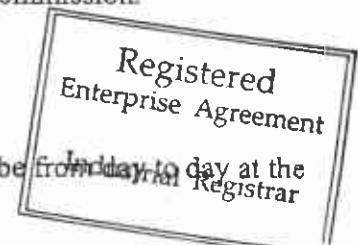
These rates of pay incorporate a percentage increase of 5.25 percent on previous rates of pay.

- (ii) A Packer and Process Worker who in the course of his/her employment, operates a forklift shall in addition to the rates specified in paragraph (i) above be paid 0.52 cents per hour whilst so employed to reflect the allowance encompassed in the award subject to variation in accordance with State Wage Case decisions.
- (iii) Where a Packer and Process Worker is required to work in isolation, i.e. where there is no other person located in the same or adjoining premises, then the Packer and Process Worker shall be paid the single employee allowance in addition to the ordinary rate of pay.

The 5.25% wage increase specified above will absorb any minimum safety net adjustment or other wages deriving from wage case decisions during the operation of this Agreement, unless otherwise expressly determined by the Industrial Relations Commission.

10. TERMS OF ENGAGEMENT

- (i) Employment of weekly hands during the first week of service shall be from day to day at the weekly rate terminable at a day's notice on either side.
- (ii) Employment may be terminated by either side by giving the period of notice, or by the payment or forfeiture of the equivalent amount of wages in lieu thereof, as provided in the Workplace Relations Act 1996 (C'th).
- (iii) Notwithstanding any provisions of the foregoing subclauses, the Company shall have the right to dismiss an employee without notice in case of serious misconduct.



- (iv) An employee, whose employment is terminated by the Company on the working day immediately preceding a holiday or holidays otherwise than for misconduct shall be paid for such holiday or holidays. This subclause is not to apply to an employee during the first three months of engagement.
- (v) Each employee on the termination of his/her employment shall, on request, be given a statement in writing by his/her employer or his/her Manager, stating the position held by the employee and the length of service.
- (vi) All new employees will be subject to a three month probationary period at the conclusion of which the continuation of their contract of employment will be reviewed in consultation with the union delegate.
- (vii) Casual employees are employed by the hour. A casual employee shall be paid an hourly rate equal to the site rate as per the award.

11. COMMITMENT

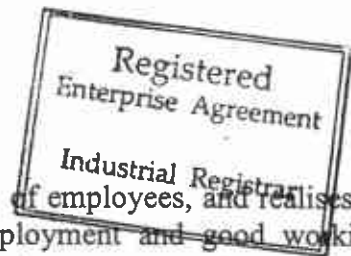
- (a) This Agreement gives effect to the intention of the parties to establish significant improvement in efficiency and performance. The improvements will be achieved through improved workplace relations and employment practices to ensure major benefits to the Company, the customers, employees and the community generally.
- (b) There will be increased emphasis upon team work and flexible working arrangements to enhance performance resulting from a highly motivated, productive and multi-skilled workforce.
- (c) A training program will be introduced to improve skill levels and encourage a greater responsibility and job satisfaction, together with the development of performance indicators to measure efficiency levels.

12. UNION/MANAGEMENT CO-OPERATION

- (a) The Union recognises its responsibilities as the representative of employees, and realises in order to provide maximum opportunity for continuing employment and good working conditions, the Company must function effectively.

The Union will co-operate with the Company in attaining maximum efficiency and customer satisfaction.

- (b) It is the intention of both the Union and the Company, wherever possible, to resolve issues likely to cause a dispute at site level.



- (c) There will be no restrictions on the utilisation and transfer of employees. It is recognised that flexible working arrangements are essential to efficient operations and an employee will perform any functions as required, provided such an employee is qualified and competent to perform to task.
- (d) The Company acknowledges that no redundancies will be effected without prior consultation and discussion with the Union.

13. HOURS OF WORK AND MEAL BREAKS

- (a) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the times of 6.00am and 6.00pm. An employee will not be required to work more than 8 ordinary hours on any one day.
- (b) The Company will be entitled to stagger start and finishing times as and when necessary, in order to best accommodate peak periods of supply, between the ordinary hours referred to in 13(a).
- (c) The Company, once having fixed start and finishing times, may alter them within the span of ordinary hours in clause 13(a) by giving 24 hours notice to the employee(s) concerned but will endeavour where possible to provide 7 days notice. They may also be altered by mutual agreement between the Company and such employees.
- (d) An unpaid meal break of 30 minutes between the times of 12 noon and 1.00pm shall apply.

14. PERFORMANCE OBJECTIVES

(a) Assembly

Employees acknowledge that they will endeavour to produce and pack 8,000 units during a normal 8 hour shift per machine, due consideration being taken for down time due to set up and breakdown.

(b) Dispatch Errors

Picking and/or packing errors will be reduced to 50% of the current level by 30 November 1999.



15. MANAGEMENT AND SUPERVISORY STAFF

- (a) Where necessary, in order to ensure customer satisfaction, managers and supervisors will be required to perform duties of a "hands on" nature.

16. DISCIPLINARY PROCEDURE

To ensure the Company operates efficiently it is recognised that an effective disciplinary procedure is necessary. Discipline with respect to an unacceptable action or performance other than which could lead to summary dismissal in accordance with Clause 10 of this Agreement should be of a corrective nature.

Adherence to an effective disciplinary procedure will ensure that:

- (a) Disciplinary action is handled speedily, equitably and reasonably.
- (b) The interests of both the employee and the Company are equally addressed.

An employee may be disciplined in the following manner:

1. First, the employee will receive a verbal warning that a particular action or performance was unsatisfactory.
2. If the unsatisfactory performance re-occurs or continues, the employee will be given a written warning, a copy of which will be placed on the employee's personal record.
3. If there is further repetition of the unsatisfactory performance, the employee may be dismissed with notice.

An employee being disciplined as provided in 2 and 3 above shall have the right to be accompanied by a fellow employee, union delegate or union officer.

Notwithstanding anything contained in this clause an employee may be summarily dismissed in accordance with paragraph (iii) of clause 10 of this Agreement.

17. AVOIDANCE OF DISPUTES PROCEDURE

- (a) Any dispute arising out of employment shall be referred by the delegate of the company representative appointed for this purpose.
- (b) Failing settlement at this level between the Company and the delegate on the job, the delegate may refer the dispute within a reasonable time to the union organiser who will take the matter up with the Company. All efforts shall be made by the Company and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to the Company's association and the union secretary shall take the matter up with the employer association.
- (c) During the discussions, the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (d) At any time either party shall have the right to notify the dispute to the Industrial Registrar.



18. REVIEW OF AGREEMENT

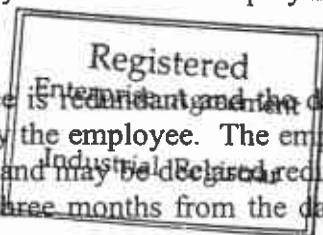
The parties agree to commence discussions designed to achieve a replacement Agreement 3 months prior to the expiration of this Agreement. The discussions are to be undertaken consistent with the parties commitments contained in clause 12 "Union/Management Co-operation". Any issues of disagreement will be progressed consistent with clause 17 "Avoidance of Disputes Procedure".

19. TERM OF AGREEMENT

This Agreement shall operate from the date of approval by the Commission and shall remain in force until 30 June 2000, unless varied or terminated consistent with the provisions of the Industrial Relations Act 1996 (NSW).

20. RELOCATION AND REDUNDANCY

- (1) During the term of this Agreement and more specifically during 1998/1999 the Company will relocate its operations from 797 – 801 Botany Road, Rosebery to 46 Holbeche Road, Arndell Park ("the relocation");
- (2) All employees will continue to be employed by the Company as a result of the relocation under the conditions set out in this Agreement;
- (3) Notwithstanding the provisions in Sub-clause (2) the Company will consider claims from employees for redundancy based on the following criteria:
 - Where an employee is required to travel more than 20 kilometres from his/her place of residence as a result of the relocation; or
 - Where any employee is required to travel more than 30 minutes in one direction to or from work as measured by the Company from the employees place of residence as a result of the relocation; or
 - In the opinion of the Company there are pressing domestic or compassionate circumstances which render it unreasonable for the employee to continue employment as a result of the relocation.
- (4) The Company will make a decision on whether an employee is redundant and the date on which the redundancy will occur upon a claim being made by the employee. The employee who makes a claim may transfer as a result of the relocation and may be declared redundant by the Company at a time it determines up to a period of three months from the date the relocation takes place;



- (5) If the Company determines that an employee is redundant as a result of the relocation he/she will be paid the following benefits:
- all accrued employment benefits as of the date of the redundancy of annual leave and long service leave, if any; and
 - 4 weeks notice or payment in lieu at the discretion of the Company; and
 - a payment of three weeks per year of completed service to a maximum payment of 52 weeks.
- (6) All employees who relocate shall do so without any breach in the continuity of their employment.



ACCO AUSTRALIA ENTERPRISE AGREEMENT 1998

Signed for and on behalf of:
ACCO AUSTRALIA PTY LIMITED

Name: V. Biggs VICTOR BIGGS

Witness: [Signature] GEOFF LUNZ.

Signed for and on behalf of:
THE NATIONAL UNION OF WORKERS

Name: [Signature]

Witness: [Signature] LORIS J.P.
17-11-98.

