

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/118

**TITLE: Paperlinx Australia Pty Ltd (New South Wales) Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/4766

**DATE APPROVED/COMMENCEMENT:** 19 August 2004 / 1 July 2004

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 27 May 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Paper Australia Pty Ltd t/as Paperlinx Merchating NSW, located at 21, Worth Street, Chullora NSW 2190, who fall within the coverage of the Storemen and Packers General (State) Award, and the Graphic Arts - General - Award 2000.

**PARTIES:** Paper Australia Pty Ltd t/a Paperlinx Merchating NSW -&- the National Union of Workers, New South Wales Branch

# **PAPERLINX AUSTRALIA PTY LTD (NEW SOUTH WALES) ENTERPRISE AGREEMENT 2004**

## **PART 1**

### **PRELIMINARY**

#### **1. Title of Agreement**

This Agreement will be known as the PaperlinX Australia PTY LTD (New South Wales) Enterprise Agreement 2004.

#### **2. Contents**

### **PART 1**

#### **Preliminary**

Clause No.	Subject Matter
1.	Title of Agreement
2.	Contents
3.	Parties to Agreement
4.	Effect of Agreement
5.	Duration of Agreement
6.	Renewal of Agreement
7.	No Extra Claims Commitment
8.	Objectives

### **PART 2**

#### **CONTRACT OF EMPLOYMENT**

9. Probationary Employment
10. Casual Employment

### **PART 3**

#### Hours of Work, Overtime

11. Hours of Work
12. Meal Break
13. Rest Break
14. Shift Allowance
15. Overtime

### **PART 4**

#### **WAGES**

16. Wage Rates

### **PART 5**

#### **LEAVE AND HOLIDAYS**

17. Annual Leave

18. Annual Leave Loading
19. Sick Leave
20. Special Leave
21. Parental Leave
22. Picnic Day Holiday

## **PART 6**

### **EMPLOYEE BENEFITS**

23. Superannuation
24. Supply of Uniforms
25. Redundancy

## **PART 7**

### **PRODUCTIVITY, EFFICIENCY AND SAFETY**

26. Flexible Work Practices
27. Grievance Procedure
28. Workers' Representative Council
29. Health and Safety
30. Training

## **PART 8**

### **SIGNATORIES**

31. PaperlinX Australia PTY LTD
32. AMWU
33. NUW

### **3. Parties to Agreement**

This Agreement is made between:

- (a) The Employer

PaperlinX Australia Pty Ltd (operating as PaperlinX Merchanting, New South Wales) ("PaperlinX");

- (b) The Employees

Employees engaged at PaperlinX' warehouse at 21 Worth Street Chullora in the classifications listed in clause 16.1, whether members of the union or not; and

- (c) The Unions

The Australian Manufacturing Workers Union (AMWU); and

The National Union of Workers, NSW Branch (N.U.W).

### **4. Effect of Agreement**

- 4.1 This Agreement provides the terms and conditions of employment for employees at PaperlinX' warehouse, and supersedes and replaces the PaperlinX Australia Pty Ltd ( New South Wales ) Enterprise Agreement 2002, the PaperlinX Australia Pty Ltd ( New South Wales ) Federal Enterprise Agreement 2002.

- 4.2 Where a matter is not covered in this Agreement, then reference should be made to the relevant award, either the Storemen and Packers General (State) Award or the Graphic Arts - General - Award 2000.
- 4.3 However, where there is any inconsistency between the Agreement and the Awards, the provisions of this Agreement will apply.

#### **5. Duration of Agreement**

This Agreement will commence from 1st July 2004 and will remain in force for a period of two years

#### **6. 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.

#### **7. 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.

#### **8. Objectives**

This Agreement has been developed through a process of consultation and participation with employees and reflects the on-going commitment of PaperlinX Merchants 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 PaperlinX's competitive position and result in employees being better rewarded and having greater long-term job security.

Ensure there is total commitment by all employees towards achieving the Company's objectives, with particular focus given to not only meeting but exceeding customer requirements.

Provide greater opportunity for training, skills development and career progression.

Provide complete flexibility in operations with employees undertaking all tasks and duties for which they have the appropriate training and skills.

Ensure 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 improvements in operations.

Ensure grievances are resolved in a positive, timely and co-operative manner without interruption to operations.

### **PART 2**

#### **CONTRACT OF EMPLOYMENT**

##### **9. Probationary Employment**

- 9.1 An employee will initially be employed on probation for a period of 3 months and will be notified in writing at the time of employment.

- 9.2 PaperlinX 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.

### **10. Casual Employment**

- 10.1 A casual employee is one engaged and paid by the hour and whose employment may be terminated at any time without notice. Provided that an employee who is engaged on a regular and systematic basis during a period of at least 6 months, and who has a reasonable expectation of continuing employment, will not be terminated without a valid reason.
- 10.2 A casual employee will be paid the rate of pay prescribed by this Agreement for the relevant classification in which employed, plus a loading of 20% in lieu of entitlement to leave of various types and public holidays.
- 10.3 As from 1 December 2000, a casual employee provided by an employment agency will be paid in accordance with clause 10.2.
- 10.4 Casual employees are entitled to long service leave in accordance with the Long Service Leave Act, 1955 (NSW).

## **PART 3**

### **HOURS OF WORK, OVERTIME**

#### **11. Hours of Work**

- 11.1 The ordinary hours of work will be 37.5 per week to be worked in periods of 7.5 hours per day between 6.00 a.m. and 6.00 p.m. Monday to Friday.
- 11.2 PaperlinX will determine the starting and finishing times for work and will give a minimum of five working days notice of any change subject to Clause 14.4 below.
- 11.3 Rostered days off (RDO's) are not taken at the site. Payment as compensation for the removal of RDO's has been included in employees' wage rates.

#### **12. Meal Break**

The time of taking a meal break and the period of the break will be as determined by PaperlinX so as to provide the maximum flexibility in operations, provided that:

- (a) a minimum period of half an hour is allowed; and
- (b) no employee will be required to work longer than 5 hours without a break, unless exceptional circumstances apply.

#### **13. Rest Break**

Employees will be granted a paid rest break of 15 minutes in the first half of each day or shift at times determined by PaperlinX taking into consideration the operational requirements of each work section.

Employees shall also be entitled to a 10 minute paid break if overtime of 1.5 hours or more is worked at the end of a shift. This break shall be taken within 30 minutes of starting the overtime.

No other breaks will be taken during work hours.

#### 14. Shift Allowance

- 14.1 An employee who works a fixed morning or afternoon shift which commences or ceases, as the case may be, outside the span of hours specified in clause 11.1 will receive a shift allowance of 20% of the rate for the employee's classification for the ordinary hours worked on that shift.
- 14.2 An employee who works a fixed night shift which finishes after 12.00 midnight and at or before 8.00 a.m. will be paid a shift allowance of 30%.
- 14.3 The shift allowance is not paid to employees when they are absent on annual leave or sick leave.
- 14.4 Employees are entitled to a minimum of two weeks notice before being moved off shift. Further, the employees effected shall continue to receive their shift allowance for one month from the date of being returned to day work.

#### 15. Overtime

- 15.1 Work performed in excess of 7.5 hours per day, or in excess of 37.5 per week, or outside the span of hours prescribed in clause 11.1, will be paid at the rate of time and a half for the first two hours and double time thereafter.
- 15.2 Work performed on a Saturday or Sunday will be paid at the rate of double time.
- 15.3 Work performed on a public holiday will be paid at the rate of double time and a half.
- 15.4 Wages include a component in lieu of overtime meal allowances and no separate payment will be made for meal allowances.

### PART 4

#### WAGES

#### 16. Wage Rates

- 16.1 Weekly wage rates during the life of this agreement will be as follows:

#### PAPERLINX WAGE RATES

#### CURRENT RATES

Classification	Column 1 Weekly Wage Rate	Column 2 Weekly Wage Rate
Storeworker, Grade 2	\$666.61 per week	\$675.38 per week
Team Leader	\$687.70 per week	\$696.82 per week
Guillotine Operator, Trainee	\$704.08 per week	\$713.42 per week
Guillotine Operator	\$800.53 per week	\$810.64 per week
Table Hand	\$647.25 per week	\$655.77 per week

Casual Rate - \$21.34 per hour

#### First Pay Period On Or After 5th July 2004

Classification	Column 1 Weekly Wage Rate	Column 2 Weekly Wage Rate
Storeworker, Grade 2	\$689.94 per week	\$699.02 per week
Team Leader	\$721.77 per week	\$731.20 per week
Guillotine Operator, Trainee	\$728.72 per week	\$738.39 per week
Guillotine Operator	\$828.55 per week	\$839.01 per week

Table Hand	\$669.90 per week	\$678.72 per week
------------	-------------------	-------------------

Casual Rate - \$22.08 per hour

**(First Pay Period On Or After 5 July 2005)**

Classification	Column 1 Weekly Wage Rate	Column 2 Weekly Wage Rate
Storeworker, Grade 2	\$714.09 per week	\$723.49 per week
Team Leader	\$747.03 per week	\$756.79 per week
Guillotine Operator, Trainee	\$754.23 per week	\$764.23 per week
Guillotine Operator	\$857.55 per week	\$ 868.38 per week
Table Hand	\$693.35 per week	\$702.47 per week

Casual Rate - \$22.85 per hour

Note: Rates include a component for overtime meal allowance.

- 16.2 Wage rates in Column 1 apply to employees who are paid an annual leave loading when they take annual leave. Rates in Column 2 include the annual leave loading and apply to all other employees.
- 16.3 Wages will be paid into an account nominated by the employee with a bank or other financial institution recognised by PaperlinX.
- 16.4 Deductions may be made from an employee's wage for contributions to superannuation, medical funds or for any other purpose for which the written consent of the employee has been obtained.

**PART 5**

**LEAVE AND HOLIDAYS**

**17. Annual Leave**

- 17.1 Employees are entitled to four weeks (20 working days) paid annual leave, excluding public holidays, for each year of completed service with PaperlinX.
- 17.2 Leave is to be taken at a time mutually convenient to the Company and the employee, having regard to PaperlinX' operational requirements.
- 17.3 The maximum possible period of notice will be provided by the parties for the giving and taking of annual leave.
- 17.4 By agreement between the Company and an employee, leave may be taken in advance of entitlement.
- 17.5 PaperlinX may reduce its warehouse operations to a minimum for the purpose of allowing employees to take annual leave.
- 17.6 PaperlinX may require an employee to take any accrued but untaken annual leave in excess of 40 days at a time as directed.
- 17.7 Untaken annual leave will be paid on termination.

**18. Annual Leave Loading**

- 18.1 Employees who, at the date of commencement of this Agreement, are paid an annual leave loading when they take annual leave, will be paid the appropriate wage rate set out in Column 1 of clause 16.1.

- 18.2 Employees who, at the date of commencement of this Agreement, are not paid an annual leave loading when they take annual leave, will be paid the appropriate wage rate set out in Column 2 of clause 16.1.
- 18.3 Employees referred to in clause 18.2 may elect, in writing, to have the annual leave loading included in their weekly wages, in which case they will be paid the appropriate wage rate set out in Column 2 of clause 16.1 from the date of such election.
- 18.4 Employees who commence after the date of commencement of this Agreement will be paid the appropriate wage rate set out in Column 1 of clause 16.1.

### **19. Sick Leave**

- 19.1 An employee is entitled to paid sick leave of 5 days in the first year of service and 10 days in the following years.
- 19.2 An employee claiming sick leave must, as soon as possible, and where practicable within one hour of the normal time for commencement of work, inform the Manager of their inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- 19.3 An employee must demonstrate to the satisfaction of PaperlinX that they were unable on account of illness or injury, to attend for work on the day or days for which sick leave is claimed.
- 19.4 PaperlinX may, in relation to any period of absence on account of illness or injury, and will, in case of an absence of more than one day, require an employee to produce a certificate from a registered medical practitioner or a statutory declaration setting out the reason for the absence.

### **20. Special Leave**

There are a variety of personal circumstances that may require employees to be absent from work. Each application for special leave will be treated on its merits with regard to the individual circumstances of each case. The granting of leave is within the discretion of PaperlinX.

### **21. Parental Leave**

Employees are entitled to parental leave in accordance with Part VIA, Division 5 of the *Workplace Relations Act 1996*.

### **22. Picnic Day Holiday**

- 22.1 A minimum of 50% of warehouse employees will be available to work on the scheduled Picnic Day holiday.
- 22.2 Employees who work on the Picnic Day holiday will do so without penalty and will be granted another day off in lieu (a substitute day) by agreement with the Company. If an employee is required to work on the substitute day, the employee will be paid the appropriate penalty rate.

## **PART 6**

### **EMPLOYEE BENEFITS**

#### **23. Superannuation**

- 23.1 Employees are eligible to join the Amcor Superannuation Fund - Accumulation section (or other appropriate Company fund as designated from time to time in lieu of that fund). Details of the Fund and employee entitlements are contained in the information booklet provided to all employees.
- 23.2 Superannuation contributions for casual employees will be at the minimum level required under the Superannuation Guarantee Charge legislation.



23.3 Contributions are in conformity with the Superannuation Guarantee legislation.

#### **24. Supply of Uniforms**

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

#### **25. Redundancy**

25.1 An employee whose position is made redundant and is subsequently retrenched will be entitled to the following payments:

- (a) all accumulated annual leave;
- (b) pro-rata long service leave if the employee has had 5 years continuous service with the company;
- (c) all accumulated sick leave credits;
- (d) severance pay 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, subject to a minimum payment of 3 weeks wages and a maximum payment of 75 weeks wages;

These payments are subject to the employee concerned continuing in employment to a date notified by the Company. Special circumstances relating to an individual employee may be considered, provided this does not prevent operations continuing to an agreed date.

25.2 The ordinary rate of pay is the rate paid for the employee's normal classification, excluding overtime, but including shift allowance and personal rates.

25.3 Notice

- (a) PaperlinX undertakes to give the maximum possible period of notice to employees and the relevant union of any permanent change affecting employment.
- (b) The company will notify the unions and employees of the necessity of redundancies and state the number of positions, by classification to be effected.
- (c) The company shall then call for volunteers for those positions. In giving consideration to accepting (or not accepting) the volunteers, the company shall take into account its on-going operational requirements, including particular skills and experience held by any individual applicant or redundancy.
- (d) If, after all volunteers have been considered, there is still a requirement for redundancy, the company shall take into account length of service as well as the skills of the effected employees in making any decision to terminate.
- (e) Affected employees will be given the period of notice or payment in lieu of notice as required by the *Workplace Relations Act 1996*. The granting of payment in lieu of notice, if applicable will be determined by parties on a case by case basis having regard to the individual circumstances of each case.
- (f) Employees undertake to ensure that during the period of notice, operations will continue as normal and there will not be any bans, limitations or restrictions imposed on the Company as a result of redundancies.

25.4 Superannuation entitlements will be paid in accordance with the Trust Deed of the Amcor Superannuation Fund and prevailing Government legislative requirements.

- 25.5 An employee will be allowed up to one day off work without loss of pay during each week of notice for the purpose of seeking alternative employment. Proof of attendance at an interview may be required by PaperlinX.
- 25.6 On request, an employee will be provided with a reference relating to his/her period of employment with PaperlinX.
- 25.7 An employee will be issued with a written statement of service.
- 25.8 PaperlinX will not be required to make a redundancy payment if it obtains mutually acceptable alternative employment for an employee, or there is a transmission of business to another employer.
- 25.9 The provisions of this redundancy clause do not apply to:
- (a) an employee who retires due to age or ill-health, or elects to retire early for personal reasons;
  - (b) employment which is terminated as a consequence of serious misconduct that justifies summary dismissal, or
  - (c) casual employees or employees engaged for a specific period of time or to perform a specific task.

## **PART 7**

### **PRODUCTIVITY, EFFICIENCY AND SAFETY**

#### **26. Flexible Work Practices**

- 26.1 PaperlinX may direct an employee to carry out duties and use tools and equipment as may be required and are within the limits of the employee's skills and competence. An employee will perform work which is reasonably required by PaperlinX .
- 26.2 PaperlinX may use staff employees to assist in the warehouse:
- (a) where employee levels are temporarily insufficient to meet required service levels to customers;
  - (b) in accordance with existing custom and practice; or
  - (c) in other extreme circumstances
- 26.3 Staff will possess the necessary skills and competence to perform the tasks required to be undertaken.
- 26.4 The use of staff in this way will not undermine the job security of employees nor is it intended to eliminate the working of reasonable overtime by warehouse employees.

#### **27. Grievance Procedure**

- 27.1 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.
- 27.2 Employees have a right to raise any matter of concern with their supervisor and to have that matter dealt with fairly and promptly.
- 27.3 If a matter cannot be resolved at this level, it will be referred to higher levels of management for determination.
- 27.4 When required, the job delegate can be invited to assist in resolving the matter.

- 27.5 Where a matter is still unresolved, the employee may wish to involve a union official at this stage.
- 27.6 A matter which cannot be resolved internally may be referred to the Australian Industrial Relations Commission, or the Industrial Relations Commission of New South Wales, as appropriate, whose decision will be final subject to the provisions of the *Workplace Relations Act 1996* (C'wealth), or the *Industrial Relations Act 1996* (NSW).
- 27.7 Both PaperlinX 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.
- 27.8 Management and employees agree that disputes involving third parties will not impact on the operations of PaperlinX.

## **28. Workers' Representative Council**

A Workers' Representative Council will be established to enable PaperlinX' management and employees, their appropriate Union if required. This is to meet regularly to consult on matters of common interest including, but not limited to, prior to the introduction of change and proposals for continuous improvements in efficiency, flexibility and productivity of PaperlinX' operations.

## **29. Health and Safety**

- 29.1 PaperlinX is committed to ensuring the safety, health and well - being of its employees, and will ensure that all work practices and procedures comply with the relevant legislation.
- 29.2 Employees accept responsibility for ensuring their own safety and the safety of fellow workers and are committed to observing all safety directions and procedures, including the wearing of protective clothing, footwear and equipment when required.

## **30. Training**

- 30.1 The parties to the Agreement recognise that in order to increase PaperlinX' efficiency, productivity and international competitiveness, a continuing commitment to training and skills development appropriate to the needs of the business is required. Accordingly, the parties commit themselves to:
- (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (c) removing barriers to the utilisation of skills acquired.
- 30.2 To enable these objectives to be met, the Workers Representative Council will assist in the development, recommendation and implementation of a training program for the warehouse operations.
- 30.3 Subject to the overall business plans and priorities of PaperlinX, the Workers Representative Council will:
- (a) determine effective training plans and programs and gain approval
  - (b) disseminate information on approved training plans, programs, courses and career opportunities
  - (c) monitor the effectiveness of training and advise management and employees of progress; and
  - (d) recommend individual employees for training

- 30.4 Training will be competency based and, wherever possible, will be accredited consistent with industry competency standards, so that portability is achieved.
- 30.5 All employees will have equal opportunity to access training.
- 30.6 Where practicable, employees will attend approved training courses during ordinary hours without loss of pay.
- 30.7 PaperlinX will reimburse fees and necessary additional costs associated with approved training programs
- 30.8 An employee classified as a Guillotine Operator, Trainee ( clause 16.1 ) , will be reviewed 12 months from when his/her position commenced as Guillotine Operator, Trainee. After the review if he/she has satisfied that they have met all requirements in the safe and operational use of the equipment they have been trained on, Their classification then will read Guillotine Operator ( clause 16.1 ) with the weekly wage rate meeting that classification depending on which column, 1 or 2 as per clauses 18.1, 18.2.

**PART 8**

**SIGNATORIES**

**31. Paperlinx Merchanting**

SIGNED:

DATE:

**32. AMWU**

SIGNED:

DATE:

**33. NUW, N.S.W. BRANCH**

SIGNED:

DATE: