

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/326

TITLE: Spicers Stationery Group - Enterprise Flexibility Agreement - Kingsgrove

I.R.C. NO: IRC02/5683

DATE APPROVED/COMMENCEMENT: 16 October 2002/1 July 2002

TERM: 1 July 2004

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 22 November 2002

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to warehouse employees of Spicers Stationery Group (a Division of Spicers Paper Pty Ltd) located at 133 Vanessa Street, Kingsgrove, NSW, who fall within the coverage of the Storemen and Packers, General (State) Award

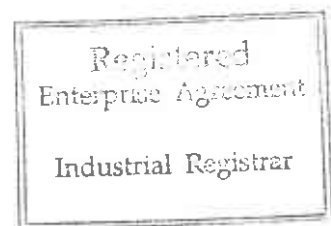
PARTIES: Spicers Stationery Group -&- National Union of Workers, New South Wales Branch



ENTERPRISE AGREEMENT

2002

FOR



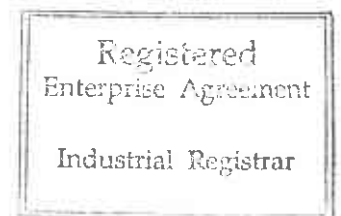
SPICERS STATIONERY GROUP
(A Division of Spicers Paper Pty Ltd ABN 84 007 228 113)

COVERING

KINGSGROVE N.S.W. WAREHOUSE EMPLOYEES

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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.

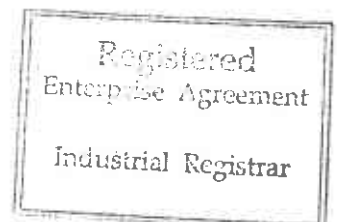
1.1 TITLE OF AGREEMENT

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

1.2 PARTIES TO THE AGREEMENT

Spicers Stationery Group (A Division of Spicers Paper Pty Ltd), 133 Vanessa Street, Kingsgrove, NSW, and the Storeman and Packers at Spicers Stationery Group (A Division of Spicers Paper 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 01.07.02 and remain in force for a period of 24 months.
- (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

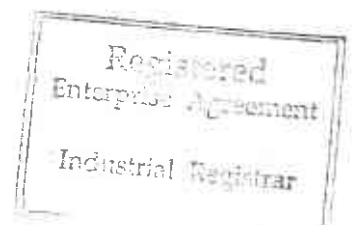
- (i) Payment of wages will be by Electronic Funds Transfer (EFT) and shall be available in the employee's nominated bank not later than midday Thursday of each week.

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.
- (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

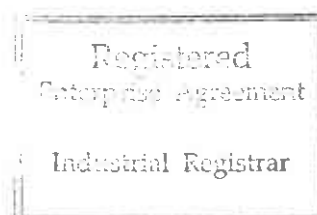
- (i) A thirty minute meal break is to be provided at a time agreed to between the employer and employees. Once the meal break time has been agreed to, it shall not be varied by the employer, unless agreed to by the majority of employees or notified by the employer to employees in writing giving 7 days notice. If varied at the employers direction, the guidelines of the award are to be followed.
- (ii) Notwithstanding 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. PREFERENCE OF 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

Registered
Enterprise Agreement
Industrial Registrar

(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**

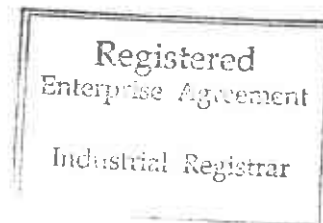
- (a) Three weeks pay and three weeks pay for each year or part year of service; one extra week in the notice period if 45 years of age and over;
- (b) Annual Leave loading paid on pro-rata annual leave,
- (c) Pro-rata long service leave for employees with more than five years continuous service,
- (d) 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 transmittee) and an employee who at the time such transmission was an employee of the transmittor in that business becomes an employee of the transmittee. 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 transmittee.

15. UNION DELEGATES

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



16. WAGES

	<u>Grade 1</u>	<u>Grade 2</u>	<u>Minimum Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
As at 01-07-02	\$563	\$591	\$625	\$730	\$828
<u>Date</u>	<u>Increase</u>				
01-07-2002	\$586	\$615	\$650	\$759	\$861
01-07-2003	\$609	\$640	\$676	\$789	\$895

The increases provided in this clause shall take effect on 1st July 2002. 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.

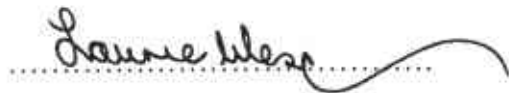
All parties commit themselves to re-negotiate the EFA. This shall commence three months prior to the expiry date of the EFA.

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.



SIGNED
FOR AN ON BEHALF OF
SPICERS STATIONERY GROUP



LAURIE WEST
National Logistics Manager
Spicers Stationery Group

SIGNED
NATIONAL UNION OF
WORKERS
(New South Wales Branch)



DERRICK BELAN
State Secretary

