

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/301

**TITLE:** **ACCO Australia Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/5429

**DATE APPROVED/COMMENCEMENT:** 28 September 2004

**TERM:** 21

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/151

**GAZETTAL REFERENCE:** 3 December 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 9

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by ACCO Australia Pty Limited engaged in the warehouse located at 40, Holbeche Road, Arndell Park NSW 2148, who fall within the coverage of the Storemen and Packers General (State) Award

**PARTIES:** Acco Australia Pty Ltd ("ACCO") -&- the National Union of Workers, New South Wales Branch

# ACCO AUSTRALIA ENTERPRISE AGREEMENT 2004

It is agreed by the Parties as follows:

## 1. Title

This Agreement shall be known as the "ACCO Australia Enterprise Agreement 2004".

## 2. Arrangement

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Executed by the parties

## 3. Parties

The parties to this Agreement are as follows:

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

## 4. Application of Agreement

This Agreement shall apply to all persons employed by the Company that are covered by the scope and incidence of the Storeman & Packers General (State) Award in the occupations specified in Clause 8 herein, and who work within the warehouse on the Company's premises located at 40 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 them; 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.B.N. 16 000 265 047).

"The Union" is the National Union of Workers, New South Wales Branch.

"The Award" is the Storemen & Packers General (State) Award.

## 8. Classifications / Occupations

### (i) 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 and portable equipment to carry out stores work.

documenting and recording of goods, materials and components.

basic inventory control.

use of hand trolleys and manual or electric pallet trucks.

### (ii) 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 Packer and Process Worker - Grade 1:

- 1 Has performed 12 months service as a Packer and Process Worker 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 Packer and Process Worker - Grade 1.

(iii) 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, eg. 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; and/or
  - routine maintenance of stores equipment and machinery.

(iv) 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 workflow 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 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

adherence to Company policies and procedures

training and education

## 9. Rates of Pay

- (i) The Company shall increase the rates of pay for employees to whom this Agreement applies in accordance with the following table:

First full pay period on or after	Increase
1 July 2004	5%
1 July 2005	4%

- (ii) Employees to whom this Agreement applies will be paid the following rates:

	\$ per week for first full pay period on or after:	
	Base rate from 1 July 2004	Base rate from 1 July 2005
Leading hand in charge of 1 - 5 employees	661.00	687.44
Leading hand in charge of more than 6+ employees	683.39	710.73
Packer and Process Worker Grade 3	634.05	659.41
Packer and Process Worker Grade 2	626.84	651.91
Packer and Process Worker Grade 1	612.34	636.83

- (iii) A Packer and Process Worker who in the course of his/her employment, operates a fork-lift shall in addition to the rates specified in sub-clause (ii) above be paid 57 cents per hour whilst so employed to reflect the allowance encompassed in the Award subject to variation in accordance with State Wage Case decisions.
- (iv) The wage increases specified in sub-clauses (i) and (ii) 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 of New South Wales.
- (v) The rates of pay in sub-clause (ii) above are inclusive of all allowances and are fixed for the period of this Agreement, in the Award unless otherwise specified in this Agreement.
- (vi) Effective from 1 July 2004, the Leading Hand leading hand allowance will be included in the calculation of the hourly rate.

## 10. Terms of Engagement

- (i) Employment of weekly hands during first week of service shall be from day to day at the weekly rate terminable at a days 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* (Cth).

- (iii) Notwithstanding any provisions of the foregoing sub-clauses, 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 public holiday or public holidays otherwise than for misconduct shall be paid for such public holiday or public 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 3-month probationary period at the conclusion of which the continuation of their contract of employment will be reviewed by the Company.
- (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.
- (viii) From time to time the Company arranges to engage temporary labour, via labour hire companies. Individuals who have worked at the Company's premises on a regular and systematic basis for a period of 6 months, via arrangements with labour hire companies, will be considered for employment with the Company. When considering whether to offer employment to temporary labour hire workers, the Company will take into account relevant factors, including:

the availability of on-going work;

the relevant worker's performance and conduct; and

the likely impact on the Company's casual, part-time and full-time employees.

- (viii) Review of picking and packing operation in the Distribution Facility

The Company has disclosed that it is conducting a review into the effectiveness of its picking and packing operation in the Distribution Facility at Arndell Park resulting from changes in customer requirements.

A possible outcome of this review may be a reduction in the number of labour hire casuals required on an ongoing basis from the end of March 2005. Subject to the offers of employment noted below, until 31 March 2005, no additional labour hire casuals will be offered employment pending the outcome of the review.

The Company will make offers of employment to (such offers to include the normal probationary 3 month period), 14 labour hire casuals currently working on site, who as at July 2004, have continuously for a period of 6 months or thereabouts, worked on site.

The Company undertakes to keep those labour hire casuals who are affected by the review informed as to the progress of the review.

## **11. Commitment**

- (i) 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.
- (ii) 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.
- (iii) Ongoing training will be provided to improve skill levels and encourage greater responsibility and job satisfaction.

## **12. Union/Management Co-Operation**

- (i) 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.

- (ii) It is the intention of both the Union and the Company, wherever possible, to resolve issues likely to cause a dispute at site level.
- (iii) 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.
- (iv) The Company acknowledges that no redundancies will be affected without prior consultation and discussion with the Union.

## **13. Hours of Work and Meal Breaks**

- (i) The ordinary hours will be an average 38 per week, Monday to Friday, worked between the span of hours 6.00am and 6.00pm. An employee will not be required to work more than 8 ordinary hours on any one day.
- (ii) An employee who works a total of 40 hours per week is entitled to accrue the additional two hours per week towards a rostered day off as set out in clause 15, Rostered days off ("RDOs").
- (iii) The span of hours set out in this sub-clause does not apply to employees engaged to work shift work in accordance with the Award.
- (iv) 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 sub-clause 13(i).
- (v) The Company, once having fixed start and finishing times, may alter them within the span of ordinary hours in sub-clause 13(i) 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.
- (vi) Subject to sub-clause 13(v), an employee will be entitled to an unpaid meal break of 30 minutes to commence no later than 5 hours after commencing his/her shift. The exact time that an employee will take a meal break will be determined by the Company.
- (vii) An employee working on afternoon shift will be entitled to a paid crib break of 20 minutes and an unpaid meal break of 30 minutes in a normal shift. An employee working on afternoon shift will not be required to work more than 5 consecutive hours without commencing a crib break or a meal break. The exact time that an employee working on afternoon shift will take a crib break or a meal break will be determined by the Company.
- (viii) Employees shall be entitled to a meal allowance in accordance with clause 18, Meal Allowance of the Award and shall be entitled to a crib break in accordance with clause 17, Crib Time, of the Award.

## **14. Sick Leave**

- (i) Employees shall be entitled to sick leave in accordance with clause 26, Sick Leave, of the Award.
- (ii) An employee shall provide a medical certificate to the Company if they have had greater than 3 single day's absence during a 12 month period. The 12 month period is to be calculated from the employee's anniversary date.

### **15. Rostered Days Off ("RDOs")**

- (i) An employee who is rostered and does work 40 hours per week is entitled to accrue the additional two hours per week towards an RDO.
- (ii) An employee may take a maximum of 12 RDOs per annum.
- (iii) RDO's must be taken as directed by the Company.
- (iv) Accrued RDO hours must be taken by 30th June each year. .

### **16. Management and Supervisory Staff**

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

### **17. Redundancy**

- (i) If the Company makes an employee's position redundant, the Company shall provide redundancy entitlements in accordance with clause 34, Redundancy, of the Award.
- (ii) In the instance of the Company making a position, or positions, redundant, the Company may select employees for redundancy based on last on, first off.
- (iii) Employees who are made redundant during their first year of full time or part-time employment will not be entitled to a severance payment.
- (iv) The Company retains the discretion to make an employee's position redundant based on business requirements.

### **18. Disciplinary Procedure**

- (i) 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.
- (ii) Adherence to an effective disciplinary procedure will ensure that:
  - (a) disciplinary action is handled speedily, equitably and reasonably; and
  - (b) the interests of both the employee and the Company are equally addressed.
  - (c) The Company has the right to suspend an employee with or with out pay subject to the investigation of a disciplinary breach.
- (iii) An employee may be disciplined in the following manner:
  - 1 On the first occasion that an employee's performance or action is unsatisfactory, the employee will be given a verbal warning.
  2. On the second occasion that an employee's performance or action is unsatisfactory, or the unsatisfactory performance or action for which the employee was given a verbal warning continues, the employee will be given a written warning, a copy of which will be placed on the employee's personnel record.
  3. On the third occasion that an employee's performance or action is unsatisfactory, or the unsatisfactory performance or action for which the employee was given a verbal warning and



written warning continues, the employee will be given a final written warning, a copy of which will be placed on the employee's personnel record.

4. Despite the final written warning, if an employee's performance or action is unsatisfactory, or the unsatisfactory performance or action for which the employee was given a final written continues, the employee may have their employment terminated.

An employee being disciplined as provided in sub-paragraphs 2, 3 and 4 above shall have the right to be accompanied by a fellow employee, Union delegate or Union officer.

In appropriate circumstances, the Company may skip steps in the process noted at sub-paragraphs 1, 2 and 3 above. That is, where the employee's poor performance or misconduct justifies it, the Company may go straight to a warning noted in sub-paragraph 3 or 2, without an earlier warning being issued.

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

### **19. Avoidance of Disputes Procedure**

- (i) Any dispute arising out of employment shall be referred by the delegate representative appointed for this purpose.
- (ii) 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 Union secretary who shall take the matter up with the Company or the Company's nominated representative.
- (iii) The status quo shall remain and work proceeds normally until the dispute is settled. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (iv) At any time either party shall have the right to notify the dispute to the Industrial Registrar.

### **20. 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 Cooperation". Any issues of disagreement will be progressed consistent with clause 17 "Avoidance of Disputes Procedure".

### **21. Term of Agreement**

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and shall remain in force until 30 June 2006, unless varied or terminated consistent with the provisions of the *Industrial Relations Act 1996* (NSW).

### **22. No Extra Claims**

It is agreed that up to 30 June 2006:

- (i) The employees covered by this Agreement, the Union and the Company will not, by any means whatsoever, demand, pursue or make any extra claims relating to benefits, conditions, obligations or matters contained in this Agreement;
- (ii) The employees covered by this Agreement, the Union and the Company will not, by any means whatsoever, demand, pursue or make any claims relating to benefits, conditions, obligations or matters that are not contained in this Agreement; and

- (iii) The employees covered by this Agreement, the Union and the Company will not seek any changes to the terms and conditions of employment of the employees covered by this Agreement.

**EXECUTED BY THE PARTIES**

For ACCO Australia Pty Ltd.

Print Name:

Witness

Print Name:

Date:

For the National Union of Workers, NSW Branch

Print Name:

Date:

Print Name:

Witness

Date: