

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/214**

**TITLE:      Esselte Enterprise Agreement 1999**

**I.R.C. NO:**                      99/3672

**DATE APPROVED/COMMENCEMENT:** 21 July 1999 and commenced 1 April 1999

**TERM:**                                      Expires 31 March 2001

**NEW AGREEMENT OR  
VARIATION:**                      New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**      11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**      Applies to all warehouse and production employees at the Esselte warehouse at 126 Hassall Street, Wetherill Park and Unit 3 50-52 Redfern Street, Wetherill Park NSW 2164

**PARTIES:**      Esselte Australia Pty Limited -&- National Union of Workers, New South Wales Branch

THE ESSELTE

ENTERPRISE AGREEMENT

1999

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### Title

This agreement is the Esselte Enterprise Agreement 1999.

### Parties and Parent Award

This agreement is made between Esselte Australia Pty. Limited and its warehouse and production employees and the National Union of Workers NSW Branch.

shall be interpreted in conjunction with the Storemen and Packers General (State) Award.

Where there is any inconsistency between the award and the agreement this enterprise agreement shall prevail.

### Coverage

This agreement covers employees working in occupations associated with production and warehouse operations at the Esselte warehouses at 126 Hassall Street, Wetherill Park NSW 2164 and Unit 3 50-52 Medfern Street, Wetherill Park NSW 2164

### Duration and Renegotiation

This agreement shall take effect on 1<sup>st</sup> April, 1999 and shall operate for a period of two years from that date, expiring on 31<sup>st</sup> March, 2001. However, renegotiation of the subsequent agreement shall begin no later than 3 months prior to the expiry of this agreement.

### No Duress

This agreement has not been entered into under duress by any of the parties.

### No Extra Claims

Both parties undertake not to make or pursue any extra claims for the life of this agreement except where consistent with State Wage Case Decisions.

## Consultation and Participation

- a) The Production/Quality Review Team (PQR) shall:
- (i) identify training needs according to organisational goals and make recommendations for the development of training programs to accommodate those needs;
  - (ii) monitor operations and rectify through co-operation and consultation any problems that may arise.
- b) It shall consist of 4 Esselte appointed representatives and 4 elected workplace representatives.
- c) The workplace representatives shall be elected.
- d) The initial election shall be by 1<sup>st</sup> May 1999 and shall operate for one year.
- e) It shall meet as required.

## 3. Communication

In line with our objectives of consultation and co-operation on matters of mutual interest and concern, the following channels of communication shall be utilised:

- (i) Regular Team Briefings
- (ii) News Bulletins
- (iii) Notice Boards
- (iv) Display of Key Performance Indicators and progress towards achievements
- (v) Quarterly review of business performance.
- (vi) Staff meetings, seminars and conferences.

## 9. Work responsibilities

Employees shall be required to undertake any duty provided it is legal, logical and safe and they have the skill to do it.

## 10. Working Hours

Hours of work shall be as per the Storemen and Packers General (State) Award.

## 11. Rostered Days Off

Rostered days off shall apply in accordance with the Storemen and Packers General (State) Award except that those RDO's accrued for the months of November and December shall be taken during the other 10 months of the year in accordance with the following conditions:

- (a) A maximum of 1 person per section per day will be rostered for an RDO.
- (b) RDO's can only be taken by warehouse personnel in the 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> week of each month and not in the 1<sup>st</sup> week of a month. Exceptions may be granted in extenuating circumstances.
- (c) Employees shall accrue 8 hours per month so as to obtain 1 rostered day off per calendar month.
- (d) If an employee fails to nominate a choice by the deadline management shall allocate an RDO for that month.

## 12. Wages

The ordinary weekly rates pay for day workers shall be as follows:

| Classification           | Weekly Rate |
|--------------------------|-------------|
| Team Leader              | \$562.98    |
| Storeperson              | \$501.41    |
|                          |             |
| Team Leader Production   | \$647.08    |
| Dymo Tool Repair         | \$573.20    |
| Process Worker ex Hogbin | \$472.04    |
| Process Worker           | \$452.09    |
| Machine Setter           | \$479.23    |

Shift workers shall receive shift penalties in accordance with the Storemen and Packers General (State) Award.

### 13. Pay Increases

During the life of the agreement the following increases will be applied.

|     |                                          |         |
|-----|------------------------------------------|---------|
| (a) | 1 <sup>st</sup> Pay period in April 1999 | \$20.00 |
| (b) | 1 <sup>st</sup> Pay period in April 2000 | \$20.00 |

The parties recognise that there are inconsistent pay differences between employees on the production crew. Accordingly, those production employees paid the lower rates will receive internal parity with the other production workers through 2 equal pay increases, one of which will be given at the beginning of each year of this agreement. Prior to this agreement the production forklift driver was paid a combined machine setter/forklift drivers rate (i.e. the forklift allowance was incorporated in his weekly wage). He will continue to be paid this rate and allowance except that his pay will be adjusted to ensure that he does not receive any less than the machine setter's rate plus the forklift allowance in clause 16.

### 14. Method of Remuneration

- (a) Wages shall be paid weekly by electronic funds transfer to an account nominated by the employee.
- (b) At the time of payment Team Members will be issued with a record of payment showing all earnings and deductions, including superannuation contributions.
- (c) A Team Member whose employment is terminated will, on completing employment, be paid by Esselte the appropriate wage, and any other remuneration due to the Team Member up to the time of termination of employment.

### 15. Casual Team Members

Remuneration shall be paid according to the relevant skill level on an hourly basis and in accordance with parent award provisions.

### 16. Allowances

The meal allowance shall be \$7.50/day. The First Aid Allowance shall be \$1.65/day in the first year of the agreement, and \$1.70/day thereafter. The forklift allowance shall be \$0.6207/hour. However, if the award allowances exceed these allowances the higher allowance shall be paid.

17. **Annual Leave**

The NSW Annual Holidays Act shall apply.

18. **Long Service Leave**

The NSW Long Service Leave Act 1955, as amended, shall apply.

19. **Sick Leave**

(a) Sick leave shall be available to all employees in accordance with the Esselte sick leave policy. Sick leave shall be not more than 76 hours per year and shall accumulate from year to year.

(b) Unused sick leave may be paid each year as per the following conditions:

- (i) Leave taken shall be deducted from the latest accruing entitlement;
- (ii) Not more than 1 year's entitlement shall be paid out in any one year;
- (iii) Once paid out that leave shall not be available for use.
- (iv) Payout shall only occur upon the request of the employee.
- (v) Leave accumulated prior to this agreement shall not be available for payout but will remain available to be taken as sick leave as required.
- (vi) Sick leave payouts will be made on 1<sup>st</sup> April each year.

20. **Jury Service**

Employees required to attend Jury duty shall receive their normal wage. When a Team Member is required to attend Jury duty the person shall inform the Supervisor promptly of the pending absence.

Should a Team Member be required to attend Jury Service for a period of five days or less, the Team Member shall retain any allowances given for attending the Jury duty. Should a Team Member be required to attend Jury duty for a period of more than five days, any allowances made after the fifth day shall be paid to Esselte.

21. **Bereavement Leave**

The award provision shall apply except that employees shall be entitled to 3 days bereavement leave.



## 22. Civil and Military Force Training

- (a) Team Members involved with Army Reserve Forces shall be granted leave to attend compulsory training camps.
- (b) If service pay and allowances are less than the normal Esselte pay, Esselte shall make up the difference.
- (c) When a Team Member is required to attend compulsory training camps the person shall inform the Supervisor well in advance of the pending absence.
- (d) On returning to work the Team Member shall present the Supervisor with a certificate of attendance signed by the Commanding Officer showing the amount of service and allowances received.

## 23. Grievance Settlement Procedure

The provisions contained in the award shall apply.

## 24. Alcohol Policy

- (a) There shall be no alcohol consumed on the premises without prior approval of Esselte.
- (b) Team Members shall not operate machinery under the influence of alcohol because it may affect their performance and/or the safety of others.
- (c) Esselte shall assist any Team Member with an alcohol problem by providing counselling, support and information if the facilities for counselling are not available. A Team Member who consumes alcohol on the premises without approval shall be subject to immediate dismissal.

## 25. Smoking Policy

- (a) For health, safety and quality of working life, there shall be no smoking on the premises of Esselte except in authorised areas.
- (b) Esselte shall assist any Team Member wishing to give up smoking by providing counselling, support, and information if the facilities for counselling are not available. A Team Member who smokes in the building of Esselte shall be subject to the disciplinary policy.

## 26. Drug Policy

- (a) There shall be no use of illegal drugs on the premises of Esselte.
- (b) Team Members shall not operate machinery under the influence of any drug that may affect their performance and/or the safety of any other employee.
- (c) Esselte shall assist any Team Member with a drug problem by providing counselling, support and information if the facilities for counselling are not available. A Team Member who uses illegal drugs on the premises of Esselte shall be subject to the immediate dismissal.

## 27. Equal Employment Opportunity

- (a) Esselte shall be committed to providing an environment that promotes equal employment opportunities.
- (b) Appointments, promotions and training shall be on the basis of merit and performance only.
- (c) All warehouse positions will be advertised internally as they become available.
  - (1) Position requirements and responsibilities will be outlined.
  - (2) Qualified employees will be invited to apply.

## 28. Union Recognition and Membership

- a) Esselte recognises The National Union of Workers NSW Branch as the appropriate union for employees covered by this agreement to join.
- b) All employees have the right to join and shall be given the opportunity to do so.
- c) Esselte shall deduct union fees from employee's pay provided there is a valid authority from the employee allowing such deductions. This shall be done at the beginning of each month and remitted to the union with the necessary information for reconciliation to occur.
- d) New employees will be referred to this provision of the agreement and introduced to the union's delegates.

## 29. Copy of Agreement

A copy of this Agreement shall be provided to each Team Member at the time of their engagement.



This Enterprise Agreement was accepted by the parties and signed on ..... day  
of April, 1999.

THE COMMON SEAL OF ESSELTE  
AUSTRALIA PTY LIMITED was hereunto  
affixed in the presence of



*[Handwritten Signature]*  
.....  
Secretary

THE COMMON SEAL OF THE NATIONAL )  
UNION OF WORKERS NSW BRANCH )  
was affixed hereto in compliance with its rules )  
in the presence of:

*[Faint handwritten signature]*  
.....  
Secretary

*[Handwritten Signature]*  
.....  
Witness