

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 96/401

I.R.C. NO: 96/6236

DATE APPROVED/COMMENCEMENT: 11 December 1996

TERM: 2 years

NEW AGREEMENT OR VARIATION: *New: Replaces E.F. 94/430*GAZETTAL REFERENCE: *296. I.G. 1395 (7.3.97.)*

DATE TERMINATED:

TITLE: Dalton Fine Paper (New South Wales) State Enterprise Agreement 1996

COVERAGE/DESCRIPTION OF

EMPLOYEES: Store Workers

PARTIES: Paper Merchant Holdings Pty Limited trading as Dalton Fine Paper, New South Wales & Jihad Afchal, Eyup Aslan, Les Bullock, Peter Cadigan, Robert Green, Darren McQuiggin, Siufatu Milosia, Frank Natoli, Vaeruarangi Nikoro, Peter Pakowski, Ken Parker, Biago Travato, Dinh-Cam Van, Graeme Withers

PAGES: 8

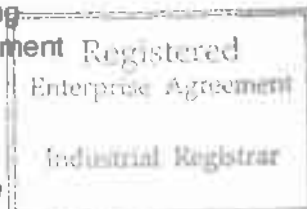
**DALTON FINE PAPER (NEW SOUTH WALES)
STATE ENTERPRISE AGREEMENT 1996**

1. Title

This Agreement will be known as the Dalton Fine Paper (New South Wales) State Enterprise Agreement 1996.

2. Arrangement

<u>Clause No.</u>	<u>Clause</u>
1	Title
2	Arrangement
3	Parties Bound
4	Intention
5	Incidence
6	Duration
7	Single Bargaining Unit
8	No Duress
9	Objectives
10	Hours of Work
11	Rostered Days Off
12	Union Picnic Day
13	Sick Leave
14	Annual Leave Loading
15	Probationary Employment
16	Superannuation
17	Career Paths
18	Flexibility
19	Grievance Procedure
20	Redundancy
21	Performance Measures
22	Wage Rates
23	Medical Benefit
24	No Extra Claims Commitment
25	Renewal of Agreement



3. Parties Bound

This Agreement, made in pursuance of the New South Wales Industrial Relations Act 1996, is binding on:

(a) The Employer

Paper Merchant Holdings Pty Ltd (trading as Dalton Fine Paper, New South Wales) ("Daltons"); and

(b) **The Employees**

Storeworkers engaged at Dalton Fine Paper warehouse.

4. Intention

This Agreement applies only to employees engaged as Storeworkers at Regents Park Estate, 391 Park Road, Regents Park, New South Wales.

5. Incidence

This Agreement will regulate in part, the terms and conditions of employment previously regulated by the Storemen and Packers General (State) Award. Apart from clauses specified in this Agreement, all other clauses of the Award will apply.

6. Duration

This Agreement will operate from the date of registration and will remain in force for a period of two years unless varied or terminated earlier in accordance with the provisions of the Act.

7. Single Bargaining Unit

This Agreement was negotiated by a single bargaining unit representing all employees engaged in Dalton Fine Paper's warehouse.

8. No Duress

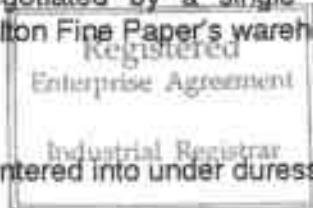
This Agreement was not entered into under duress by any party to it.

9. Objectives

This Agreement has been developed through a process of consultation and participation with employees and reflects the on-going commitment of Dalton Fine Paper 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 Dalton Fine Paper's competitive position and result in employees being better rewarded and having greater long-term job security.
- Ensure there is total commitment by all Dalton Fine Paper employees towards achieving the Company's objectives, with particular attention to not only meeting but exceeding customer requirements.
- Provide greater opportunity for training, skills development and career progression.
- Facilitate complete flexibility in operations with employees undertaking all tasks and duties for which they have the appropriate training and skills.



- Foster 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 improvement to operations.
- Ensure grievances are resolved in a positive, timely and co-operative manner without interruption to operations.
- Develop a sound foundation which will provide the basis for identifying further opportunities for productivity gains in the next round of enterprise bargaining.

10. Hours of Work

Ordinary hours of work will be 40 per week to be worked in periods of 8 hours per day between 6.30 a.m. and 5.30 p.m. Monday to Friday.

11. Rostered Days Off

Rostered days off do not apply at Dalton Fine Paper. They have been "bought out" at the rate of time and a half for 2.5 hours per week and payment has been included in employees' weekly wage rates.

12. Union Picnic Day

- 12.1 Employees guarantee that a minimum of 50% of warehouse employees will be available to work on the scheduled Union Picnic Day.
- 12.2 Employees who work on the Union Picnic Day will do so without penalty and may substitute that day by arrangement with the Company.

13. Sick Leave

- 13.1 Sick leave provisions will be in accordance with the Award.
- 13.2 Employees are committed to reducing absenteeism in the warehouse and agree that absenteeism will be included in the performance indicators to be established prior to the second scheduled wage increase.

14. Annual Leave Loading

- 14.1 Annual leave loading will be incorporated into each employee's weekly wage rate. The higher base rate resulting from this change will be used for the calculation of all entitlements.
- 14.2 Employees may choose to arrange for the additional weekly amount to be paid into a separate personal bank account to be used when they go on leave. This can be arranged as a normal payroll deduction.
- 14.3 Accrued leave loading existing at the date the agreement is signed will be paid to employees as a lump sum.

15. Probationary Employment

- 15.1 An employee will initially be employed on probation for a period of 3 months and will be notified accordingly in writing at the time of engagement.
- 15.2 Dalton Fine Paper 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.

16. Superannuation

- 16.1 Superannuation contributions will be made in accordance with the provisions of the APM (1993) Superannuation Fund. Details of the Fund and employee entitlements are contained in the information booklet provided to all employees.
- 16.2 Superannuation contributions for casual employees will be at the minimum level required under the Superannuation Guarantee Charge legislation.

17. Career Paths

Career paths will be developed during the life of this Agreement. The principle of additional payment for skills acquired and utilised will be applied.

18. Flexibility

- 18.1 Employees will perform any work required provided they are trained and possess the appropriate skills, competence and qualifications.
- 18.2 Staff employees may be used to assist in the warehouse when employee levels are temporarily insufficient to meet required service levels to customers or to avoid stock damage. Staff who may be used in this way are the Warehouse Manager, Assistant Warehouse Manager, Transport Supervisor, Sample Room staff and cadets, provided they possess the necessary skills, competence and licences to perform the specific tasks to be undertaken, and after consultation with affected employees.

19. Grievances Procedure

- 19.1 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.
- 19.2 Employees have a right to raise any matter of concern with their supervisor and to have that matter dealt with fairly and promptly.
- 19.3 If a matter cannot be resolved at this level, it will be referred to higher levels of management for determination.
- 19.4 When required, the job delegate can be invited to assist in resolving the matter.
- 19.5 Where a matter is still unresolved, the employee may wish to involve a union official at this stage.



Industrial Registrar

- 19.6 A matter which cannot be resolved internally may be referred to the Industrial Relations Commission whose decision will be final subject to the provisions of the Industrial Relations Act 1991.
- 19.7 Both Dalton Fine Paper 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.
- 19.8 Management and employees agree that disputes involving third parties will not impact on the operations of Dalton Fine Paper.

20. Redundancy

- 20.1 An employee, whose position is made redundant and who is retrenched will receive a severance payment 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.
- 20.2 Pro-rata long service leave will be paid after 5 years service.
- 20.3 Any employee retrenched shall be paid a cash bonus representing the value of sick leave not expended.
- 20.4 Nothing in this clause limits any entitlements of employees under the *Employment Protection Act 1982* or the *Long Service Leave Act 1955*.

21. Performance Measures

- 21.1 Performance indicators will be developed within a month of this Agreement coming into operation to enable the measurement of improvements in productivity during the life of the Agreement.
- 21.2 Indicators will include absenteeism, health and safety performance, picking errors, damaged stock, cleanliness and housekeeping. Current standards of performance in these areas will be established and target levels set after consultation with employees.

22. Wage Rates

- 22.1 Weekly wage rates from commencement of this Agreement will be as follows:

Classification	Weekly Wage Rate
Storeworker	\$503.45
Leading Hand Storeworker	\$518.27

- 22.1 These rates include:

- (a) a wage increase of 3.3%; and



- (b) a component for the "buy-out" of Rostered Days Off calculated on the basis of time and a half for 2.5 hours per week;

which apply from the date agreement is reached by all parties and all matters included in this Agreement have been implemented.

- 22.3 A further performance based wage review will occur in October 1997 in line with Company policy for staff reviews.

23. Medical Benefits

Employees are eligible to participate in the Company Medical Benefits Plan, subject to meeting the conditions for entry into the Plan, as determined from time to time.

24. 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.

25. 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.



SIGNED:


David Chatillon, Manager, Dalton, NSW
For Paper Merchant Holdings Pty Ltd

DATE:

14/11/96

SIGNED: *J Bullock* DATE: 14-11-96
Employee

SIGNED: *Dm Agji* DATE: 14.11.96
Employee

SIGNED: *Bingis Touch* DATE: 14.11.96.
Employee

SIGNED: *anna* DATE: 14/11/96
Employee



SIGNED: *J. H. Lee* DATE: 15/11/96
Employee

SIGNED: *[Signature]* DATE: 15/11/96
Employee

SIGNED: *G. Wither* DATE: 18.11.96.
Employee