

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/259

**TITLE:** **Doubleday Australia Pty Limited Enterprise Agreement  
2005**

**I.R.C. NO:** IRC5/3949

**DATE APPROVED/COMMENCEMENT:** 24 August 2005 / 1 July 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/166.

**GAZETTAL REFERENCE:** 7 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Doubleday Australia Pty Limited, engaged to work at the Company's premises at 19 Mars Rd, Lane Cove, NSW as defined in clause 5 in the agreement, who fall within the coverage of the Storemen and Packers General (State) Award.

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

# **DOUBLEDAY AUSTRALIA PTY LIMITED ENTERPRISE AGREEMENT 2005**

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## **1. Title**

This Agreement is the Doubleday Australia Pty Limited Enterprise Agreement 2005.

## **2. Parties to the Agreement**

The parties to this Agreement are:

- (a) Doubleday Australia Pty Limited; and
- (b) The National Union of Workers (New South Wales Branch)

## **3. Incidence and Application of This Agreement**

3.1 This Agreement binds:

- (a) Doubleday Australia Pty Limited;
- (b) The National Union of Workers (New South Wales Branch); and
- (c) Each employee for whom this Agreement is made.

3.2 This Agreement is made for each employee who:

- (a) falls within the definition of employee at clause 5 of this Agreement; and
- (b) is engaged to work at the Company's premises at 91 Mars Road, Lane Cove in the State of New South Wales.

#### **4. Term of Agreement**

The nominal term of this Agreement is the period of two years commencing on 1 July 2005.

#### **5. Definitions**

In this Agreement, unless the contrary intention appears:

"Act" means *the Industrial Relations Act 1996* (NSW).

"afternoon shift" means any shift finishing after 6.00pm and at or before midnight.

"approval" means approval of this Agreement by the Commission pursuant to section 35 of the Act.

"Award" means the Storeman and Packers General (NSW) Award and includes any Award made to replace this Award.

"Company" means Doubleday Australia Pty Limited.

"Commission" means the Industrial Relations Commission.

"de facto spouse" means a male or female person who is not legally married to an employee but who lives with the employee as the employee's husband or wife on a bona fide domestic basis.

"employee" means a person employed by the Company whose employment would be wholly regulated by the Award in the absence of this Agreement and who is engaged in a classification identified in this Agreement.

"immediate family member" means:

- (a) an employees' spouse (including former spouse, a de facto spouse and a former de facto spouse); and
- (b) a child (including a child under guardianship, an adult child, an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of an employee or of the employee's spouse.

"new employer" means an employer who becomes the employer of an employee bound by this Agreement as a result of the transfer of the business of the Company.

"night shift" means any shift finishing after midnight and at or before 8.00am.

"part time employee" means an employee engaged to work regular days and regular hours that are less than the number of days and hours worked by a full time employees

"rostered shift" means a shift for which an employee rostered to work has at least 48 hours notice.

"transfer of the business" means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of the business, undertaking or establishment to which this Agreement applies.

"Union" means the National Union of Workers (New South Wales Branch).

## **6. Objectives of This Agreement**

The objectives of this Agreement are:

- (a) to provide fair and reasonable employment conditions for the employees for whom this Agreement is made;
- (b) to provide orderly means for the resolution of disputes or grievances;
- (c) to encourage a process of continuous improvement within the Company's operations with a view to achieving gains in performance and flexibility;
- (d) to protect employee entitlements in the event of a transmission of business.

## **7. Relationship of This Agreement to the Award**

This Agreement is to be read in conjunction with the Storeman and Packers General (State) Award. This Agreement shall prevail in the event that any inconsistency occurs between this Agreement and the Award.

## **8. Dispute Resolution Procedure**

8.1 The following procedure must be followed for the resolution of disputes and grievances:

- (a) The employee must discuss any grievance or claim with his or her immediate supervisor;
- (b) If the grievance or claim is not resolved by these discussions, the employee and his or her supervisor must refer the matter to the Operations Director;
- (c) If the Operations Director is unable to resolve the grievance or claim, the Operations Director must refer the matter to the Human Resources Department;
- (d) If the Human Resources department is unable to resolve the grievance or claim, a Union organiser may discuss the matter with one or more Company representatives.

8.2 If the steps in 8.1 do not facilitate resolution of the grievance or claim, either the Company or the employee may refer the matter to the Industrial Relations Commission.

8.3 The employee has the right to have the union delegate, union official or another employee attend each stage of the dispute resolution process.

## **9. Engagement**

9.1 Basis of engagement

Employment is by the week for all full time and part time permanent employees and by the hour for casual employees.

9.2 Part time employees

- (a) A part time employee receives a proportion of the remuneration to which he or she would be entitled if employed on a full time basis. This proportion is calculated in the following way:

- (i) divide the number of ordinary hours worked by the part time employee each week by 38; and
  - (ii) multiply the result in (i) by the full time weekly wage.
- (b) A part time employee receives a proportion of the sick leave to which he or she would be entitled if employed on a full time basis. This proportion is calculated in the following way:
- (i) divide the number of ordinary hours worked by the part time employee each week by 38; and
  - (ii) multiply the result in (i) by the full time sick leave entitlement

### 9.3 Casual employees

- (a) A casual employee is engaged by the hour and paid by the hour. The hourly rate of pay for a casual employee is calculated in the following way:
- (i) determine the appropriate weekly rate which would apply if the casual employee was employed on a weekly basis;
  - (ii) divide the rate (i) by 38; and
  - (iii) add 15% to the amount in (ii) - this loading compensates the casual employee for any benefits which would normally apply if the employee were engaged on a permanent basis.
- (b) At the end of each of each ordinary engagement, a casual employee receives an amount equal to one-twelfth of the employee's ordinary pay for that period of employment, in accordance with the *Annual Holidays Act 1944* (NSW).
- (c) Under ordinary circumstances the minimum number of hours a casual will be required to work is four hours. However, in emergency situations the Company may require flexibility.

### 9.4 Probation

- (a) The employment of a full time or part time employee is probationary for the first three months.
- (b) During the first week of service, the employment of a full time or part time employee is from day to day and is terminable at a day's notice by either party.
- (c) At least one week prior to the expiration of the three month probationary period, the Company must inform the employee whether his or her employment will continue after the probationary period expires.
- (d) Employees on probation will be reviewed by their Supervisor on a monthly basis.

### 9.5 Flexibility

The Company may require an employee to perform work which is incidental or peripheral to his or her main duties. Each employee must perform tasks consistent with his or her skills, competence and training.

## 10. Remuneration

### 10.1 Preamble

This clause sets out the method of remuneration permitted by this Agreement. An employee will be paid the rate of pay specified in 10.2.

### 10.2 Rates of pay

The following rates of pay apply for all purposes of this Agreement from the first full pay period to commence on or after approval of this Agreement.

Full time, part time and casual employees will receive a 3.5% wage increase for the first year of this Agreement and 3.5% wage increase for the second year of this Agreement.

The rates will be increased on 1 July each year during the nominal term of this Agreement.

### 10.3 Payment of wages

Wages are paid weekly by electronic funds transfer to an account nominated by the employee.

## 11. Allowances

All allowances will increase at the same percentage rate per year as the annual wage increase, ie 3.5% for the first year and 3.5% for the second year of this Agreement.

## 12. Key Performance Indicators, Performance Appraisal

- 12.1 The Company sets an employee's key performance indicators ("KPIs") at the commencement of employment.
- 12.2 The Company conducts an appraisal of each employee's work performance at least once during each calendar year. During a performance appraisal, the Company assesses the employee's performance against the KPI's.
- 12.3 The Company reviews an employee's KPIs during the performance appraisal. The Company may change an employee's KPIs at any time provided the Company notifies the employee in writing.
- 12.4 The introduction or changes to KPIs will be in consultation with employees.

## 13. Hours of Work and Rostered Days Off

- 13.1 Ordinary hours of work do not exceed 38 per week.
- 13.2 Employees, other than those rostered to work on afternoon shift, work ordinary hours between the span of hours 6.30am - 5.30pm Monday to Friday inclusive.
- 13.3 The Company determines the employee's normal work roster, including start and finish times.
- 13.4 The normal work roster may be varied:
  - (a) by the Company according to its operational requirements;
  - (b) by agreement between the majority of employees affected by the variation and the employees' supervisor; or
  - (c) for an individual employee, by agreement between the employee and the employee's supervisor.
- 13.5 Full time employees work a daily roster of 8 ordinary hours. These hours are worked consecutively except for meal and tea breaks as provided in clause 16 of this Agreement.
- 13.6 Full time employees are paid for 7.6 ordinary hours each day with 0.4 accruing to an entitlement to take one rostered day off in each month.
- 13.7 Rostered days off:
  - (a) are currently allocated on one common day for all employees covered by this Agreement;

- (b) are not able to be accumulated and must be taken at the agreed day;
- (c) cannot be taken in advance.

- 13.8 If the Company requires for the RDO day to be changed, the Company will provide employees with 7 days notice.
- 13.9 The Company may be required to change the arrangement of the one common day RDO per month to a more flexible arrangement. Should this change be required, the Company will consult with the employees about the best options. Employees will receive one month's notice should such change be required.
- 13.10 During the life of this Agreement the parties agree to discuss the changes to the RDO arrangement, including the option of reducing hours of work on average by 24 minutes per day and removing the RDO.

#### **14. Shift Work**

- 14.1 Except at the regular change over of shifts, the Company does not require an employee to work more than one shift in each 24 hour period.
- 14.2 In addition to the ordinary rate of pay, an employee working afternoon shift is paid an allowance of 15% of the ordinary hourly rate of pay for each hour worked.
- 14.3 An employee performing shift work is allowed a paid crib break of 20 minutes each shift.

#### **15. Overtime**

- 15.1 Overtime is all work performed outside of ordinary hours.
- 15.2 The Company may require each employee to work a reasonable amount of overtime. If directed to do so each employee must work a reasonable amount of overtime.
- 15.3 Unless this Agreement states otherwise, overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- 15.4 Work performed before 12 noon on a Saturday is paid at the rate of time and one half for the first two hours and double time thereafter. All time worked after 12 noon on a Saturday is paid at the rate of double time.
- 15.5 Work performed on a Sunday is paid at the rate double time and one-half.
- 15.6 The minimum payment for work on a Saturday or a Sunday is four hours at the applicable overtime hourly rate.
- 15.7 The Company may recall an employee who has left the Company's premises to return to work overtime. In that case, the employee is paid a minimum of four hours at the applicable overtime hourly rate. The employee does not receive a minimum payment if it is customary for the employee to return to the Company's premises outside ordinary hours to perform the specific task required. The employee has the opportunity to refuse overtime, with valid reason, if they are unable to return to work.
- 15.8 If the Company consents, an employee may take time off in lieu of payment for overtime. The number of hours worked cannot be more than the number of overtime hours worked. The time off is paid at the employee's ordinary rate of pay.
- 15.9 If reasonably practicable an employee has at least 10 consecutive hours off duty between work on successive days. If this does not occur then the employee is:
  - a) paid at the rate of double time until released from duty;

- b) released from duty until the employee has had 10 consecutive hours off work; and
- c) paid for ordinary working time which occurs during the employee's absence from duty under this clause.

15.10 The provisions of 15.9 apply to shift workers but require an 8 hour break instead of a 10 hour break when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker is required to replace another shift worker who does not report for duty; or
- (c) where two or more employees have exchanged their rostered shifts

15.11 An employee is given and is to take a paid crib break of 20 minutes after each for hours of overtime worked if the employee continues to work after such crib time.

### **16. Meal Breaks**

16.1 During ordinary hours each shift, an employee is allowed:

- (a) a paid morning tea break of 15 minutes;
- (b) three x 5 minute paid breaks at varying intervals during the day;
- (c) an unpaid meal break of 30 minutes.

16.2 The times at which breaks are taken are shown on the notice boards

16.3 An employee is not required to work more than 5 consecutive ordinary hours without a meal break.

16.4 An employee is allowed a further paid break of not less than 30 minutes if:

- (a) The employee is required to work overtime immediately after finishing ordinary hours; and
- (b) The overtime continues for more than one hour.

### **17. Public Holidays**

17.1 If any of the following public holidays fall on a day when a full time or part time employee would otherwise be required to work, the employee is entitled to the holiday without loss of pay.

New Year's Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Monday  
Anzac Day  
Queen's birthday  
Labour Day  
Christmas Day  
Boxing Day  
Picnic Day (same day as Australia Post Public holiday); or  
any other day gazetted as a public holiday in substitution for any of the above days, and observed generally as a public holiday throughout NSW.

17.2 An employee who works on Good Friday or Christmas Day is paid for each hour actually worked at triple the ordinary rate of pay.



- 17.3 An employee who works on any holiday listed in 17.1, other than Good Friday or Christmas Day, is paid for each hour actually worked at double time and one-half of the ordinary rate of pay.
- 17.4 The minimum payment for work performed on holidays listed in 17.1 is for four hours at the appropriate rate, as specified in 17.2 or 17.3.

### **18. Travel, Fares and Expenses**

- 18.1 If the Company requires an employee to use his or her own personal motor vehicle for travel associated with Company business, the employee is reimbursed at the rate of \$0.59 for each kilometre travelled.
- 18.2 If the Company requires an employee to remain away from his or her place of residence overnight, the Company reimburses the employee for all reasonable expense incurred, including costs associated with accommodation and meals. The Company will require the employee to produce receipts or other relevant documentation as evidence of costs incurred.

### **19. Union Meetings**

Union delegates shall be allowed to attend authorised Union delegate meetings, without loss of pay, as agreed between the Company and the Union. This shall be subject to the Company being given at least two weeks notice of the meeting and a copy of the agenda by the Union.

### **20. Use of Casuals**

Casual employees will be offered permanent employment upon reaching six (6) months continuous service provided they meet the required performance standards following a review with the relevant supervisor. Any exemptions to this process shall be discussed between the parties at that date. Exemptions can include but not limited to where the future of the work is finite ie project based, to cover a workload peak, where the employee has not demonstrated all the requirements of the position, etc.

The Company will provide a copy of this Agreement, which includes rates of pay and allowances, to any labour hire agency which supplies temporary labour to the Company.

### **21. Mixed Functions**

- 21.1 If an employee performs work in a classification with a higher rate of pay than the employee's ordinary rate the Company pays the employee at the higher rate of pay:
- (a) for the full day or shift - if the employee performs the work for two hours or more; or
  - (b) for the actual time the work is performed - if this is less than two hours.
- 21.2 An employee's ordinary wages are not reduced if the employee is required to perform work in a classification which attracts a lower rate of pay than the employee's ordinary rate.

### **22. Protective Clothing**

- 22.1 The Company provides employees with necessary protective clothing.
- 22.2 The Company bears the cost of supplying any protective clothing for the use of an employee. The Company replaces protective clothing and equipment on a fair wear and tear basis. Any protection equipment supplied by the Company remains the property of the Company.
- 22.3 Each employee must:
- a) wear any protective clothing supplied by the Company;
  - b) use any protective equipment supplied by the Company; and

- c) maintain protective clothing and equipment in a clean and useable state.

**23. Union Delegate**

- 23.1 The employees may elect one employee to act as a union delegate, and one employee as Co-delegate.
- 23.2 If a union delegate is elected, the Union must give the Company written notice of the union delegate's name.
- 23.3 During normal hours, the union delegate may consult with a representative of the Company about matters affecting employees.

**24. Termination of Employment**

- 24.1 Except as provided by clause 9.4, the Company may terminate the employment of a full time or part time employee with notice as follows:

Period of continuous service with the Company	Period of Notice
1 year of less	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

- 24.2 The period of notice in 25.1 is increased by 1 week if the employee:
  - (a) is over 45 years of age; and
  - (b) has completed at least 2 years of service with the Company
- 24.3 The period of notice in 25.1 and any additional period arising from 25.2 may be fully paid in lieu or, if some period of notice is worked, may be partly paid in lieu.
- 24.4 A full time or part time employee may terminate his or her employment by giving the Company notice as stated in 25.1 unless otherwise agreed between the employee and the Company.
- 24.5 If an employee fails to give the Company the required notice - either as provided in 25.1 or as agreed between the parties - the employee forfeits payment for the period of notice.
- 24.6 Nothing in this agreement prevents the Company from dismissing an employee, without notice in cases of serious misconduct. Serious conduct may include but is not limited to:
  - (a) refusal of duty;
  - (b) wilful disobedience of a lawful direction by the Company;
  - (c) physical or verbal threats;
  - (d) assault;
  - (e) theft;
  - (f) fraud;
  - (g) dishonesty;
  - (h) being under the influence of alcohol or illegal drugs; and
  - (i) destruction of Company property.

## 25. Redundancy

- 25.1 This clause applies subject to clause 35 of this Agreement.
- 25.2 Redundancy occurs when, due to the Company's decision to introduce changes in production, program, organisation, structure or technology, the Company no longer wishes to employ anyone in the position held by an employee.
- 25.3 If the Company decides to terminate the employment of an employee due to redundancy, the Company pays a severance payment to the employee in accordance with the following schedule:

Period of Continuous Service With the Company	Severance pay (No. weeks ordinary pay)	
	Employee under 45 yrs	Employee 45 yrs or more
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

- 25.4 For the purpose of calculating the severance pay provided in Clause 24.4, the ordinary pay excludes any loadings, penalty payments or allowances payable to the employee from time to time.
- 25.5 This clause does not apply in any of the following circumstances:
- termination of employment in consequence of a transfer of the business; or
  - termination of employment in the ordinary and customary turnover of labour; or
  - termination of the employment of a casual.

## 26. Sick Leave

- 26.1 A full time employee is entitled to 40 hours sick leave during the first year of employment and 80 hours paid sick leave during the second and subsequent years of employment if. In relation to any absence for which the employee claims sick leave, he/she will be paid from his/her sick leave entitlement if:
- the absence from work is due to a personal illness or injury which was not caused by the employee's wilful misconduct;
  - the employee is not entitled to receive workers compensation for the period of absence;
  - as soon as practicable on the first day of absence the employee:
    - informs the Company of his or her inability to attend work;
    - as far as practicable states the nature of the illness or injury and the estimated duration of the absence; and
  - the employee provides the Company with a medical certificate in support of a sick claim for:
    - one day - if the employee has been allowed paid sick leave on more than one occasion for one day only during the preceding year; or
    - two or more consecutive days.

26.2 If an employee claims sick leave during the first three months of his or her employment, the Company may withhold payment for the sick leave until the employee has been employed for three months.

26.3 Unused sick leave accumulates from year to year.

### **27. Carer's Leave**

27.1 With the Company's consent, an employee may use his or her sick leave entitlement for absences from work to provide care to an immediate family member for whom the employee has carer's responsibility.

27.2 Prior to taking carer's leave, the employee must, where practicable, provide the Company with written notice of the:

- (a) employee's intention to take carer's leave;
- (b) reason for taking leave;
- (c) name of the person requiring care and his or her relationship to the employee; and
- (d) estimated length of leave.

27.3 If it is not practicable for the employee to give prior notice of absence, the employee must notify the Company by telephone of the absence as soon as possible on the first day of absence.

27.4 If required by the Company, the employee must produce a medical certificate or statutory declaration establishing that the immediate family member required the employee's care during the period of absence claimed.

### **28. Annual Leave**

28.1 The *Annual Holidays Act 1994* (NSW) governs employee's annual leave entitlements.

28.2 The Company shall pay an employee an annual leave loading of 17.5% of the employee's ordinary rate of pay for any period of annual leave taken.

### **29. Long Service Leave**

See the *Long Service Leave Act 1996* (NSW).

### **30. Parental Leave**

See the *Industrial Relations Act 1996* (NSW).

### **31. Bereavement Leave**

An employee is only entitled to paid bereavement leave:

- (a) for a period not exceeding the number of hours worked by the employee in three ordinary days;
- (b) on the death of an immediate family member;
- (c) if the employee satisfies the Company of the immediate family member's death; and
- (d) in the case of the death of an immediate family member who lives outside of Australia, the Company will, on a case by case basis, provide for a period not exceeding four ordinary days.

### **32. Jury Service**

32.1 The Company will release a full time or part time employee from duty if the employee:

- (a) is required to perform jury services; and
- (b) satisfies the Company that he or she is so required. For instance, the Company may require the employee to provide a copy of the summons for attendance at jury duty. If required, the employee must provide a copy of the summons to qualify for payment.

32.2 The Company pays the employee the difference between any jury service fee the employee receives and the ordinary wages the employee would have been paid if he or she had not been absent from work or jury service.

**33. Union Recognition Clause**

33.1 For the duration of the Agreement, Doubleday Australia will recognise the NUW (NSW Branch) as being the union that will provide representation of employees in related classifications who are covered by this Agreement.

33.2 All employees subject to this Agreement may, if they wish to, join the NUW (NSW Branch).

33.3 Doubleday undertakes, upon written authorisation by the employee, to deduct Union membership dues, as levied by the NUW (NSW) Branch in accordance with its rules, from the pay of employee who are members of the NUW (NSW Branch).

**34. Protection of Entitlements on Transfer of Business**

Despite any provision of this Agreement to the contrary of any other operation of law, where there is a transfer of the business of the Company to a new employer the following applies:

- a) This Agreement binds the new employer; and
- b) The employment of an employee bound by this Agreement is taken not to have been terminated by the Company, for the purposes of entitlements under this Agreement; and
- c) The continuity of the employee’s contract of employment is taken not to have been broken; and
- d) A period of service with the Company is taken to be a period of service with the new employer. A period of service with the Company includes service that is taken to be service with the Company as a result of any previous transfer of the business. However, this clause does not entitle a transferred employee to claim a benefit from more than one employer in respect of the same period of service.

**35. Australian Workplace Agreements (AWA)**

For the duration of this Agreement, all new employees covered by this Agreement will be employed by the terms and conditions of this Agreement, and not an individual Australian Workplace Agreement (AWA).

SIGNED for and on behalf of the National Union of Workers (NSW Branch)

(Signature)

.....  
(Name)

.....  
(Date)

In the presence of:

.....  
(Signature of Witness)

.....  
(Name of Witness)

.....  
(Date)

SIGNED for and on behalf of DOUBLEDAY AUSTRALIA PTY LIMITED by

.....  
(Signature)

.....  
(Name)

.....  
(Date)

in the presence of:

.....  
(Signature of Witness)

.....  
(Name of Witness)

.....  
(Date)