

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/29**

**TITLE: CPI Group Ltd Wetherill Park Agreement**

**I.R.C. NO:** 2000/4829

**DATE APPROVED/COMMENCEMENT:** 23 October 2000

**TERM:** ..... 9 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 2 March 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged pursuant to the Graphic Arts General Interim Award 1995 and the Transport Industry - Mixed Enterprises (State) Award, located at the Company's site at Wetherill Park

**PARTIES:** Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- CPI Group Limited, Transport Workers' Union of Australia, New South Wales Branch



## 1. TITLE OF AGREEMENT

This Agreement shall be referred to as the **CPI GROUP LTD WETHERILL PARK AGREEMENT.**

## 2. ARRANGEMENT

<b>Clause</b>	<b>Subject</b>
1.	Title of Agreement
2.	Arrangement
3.	Application of Agreement
4.	Parties Bound
5.	Date and Operation of this Agreement
6.	Relationship to Parent Award
7.	Objectives of this Agreement
8.	New Employees
9.	Flexible Start Times
10.	Hours of Work
	10.1 Ordinary Hours
	10.2 Meal Breaks
	10.3 Morning Crib Break
	10.4 Shift Work
11.	Remuneration
	11.1 Wage Rates and Classification Structure
	11.2 Agreement Negotiations
	11.3 Wage Negotiations
	11.4 Application of Wage Rates
12.	Absence from work
	12.1 Annual Leave
	12.2 Sick Leave
	12.3 Special Leave
	12.4 Long Service Leave
	12.5 Public Holidays
13.	Part-Time and Casual Employees
14.	Work Environment and Practices
	14.1 Occupational Health & Safety
	14.2 Training and Skills Development
	14.3 Performance Appraisal
	14.4 Performance Improvement Program
	14.5 Additional Policies and Procedures
	14.6 CPI Group Ltd Joint Consultative Committee
15.	Avoidance of Industrial Disputes
16.	No Extra Claims
17.	Redundancy
18.	Consultative Mechanism
19.	Demarcation
20.	Not to be used as a Precedent
21.	Signatures



### 3. APPLICATION OF AGREEMENT

This agreement shall apply to CPI Group Ltd, 74-94 Newton Road, Wetherill Park in the State of New South Wales which is a Greenfield site, and to all employees at CPI Group Ltd engaged in any of the occupations or callings specified in the Graphic Arts General Interim Award 1995 and the New South Wales Transport Industry – Mixed Enterprises (State) Award.

### 4. PARTIES BOUND

- a) CPI Group Ltd, 74-94 Newton Road, Wetherill Park.
- b) The employees of CPI Group Ltd who are employed at 74-94 Newton Road, Wetherill Park engaged in any of the trades or callings set out in the parent award.
- c) AFMEPKIU (to be registered in the Australian Industrial Relations Commission);
- d) Transport Workers' Union of Australia – NSW Branch (to be registered in the Industrial Relations Commission of NSW).

### 5. DATE AND OPERATION OF THIS AGREEMENT

The Agreement shall operate from the date of certification and shall remain in operation until July 31, 2001.

### 6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read wholly in conjunction with the Graphic Arts General Interim Award 1995 and the New South Wales Transport Industry – Mixed Enterprises (State) Award. Where there is any inconsistency between this Agreement and the award, the Agreement shall have primacy to the extent of the inconsistency.

### 7. OBJECTIVES OF THIS AGREEMENT

The objectives of this Agreement are:

- i) The creation of a continuous participative improvement culture through which the Wetherill Park site will become highly competitive, excelling in safety, quality and customer service.



- ii) To provide a consultative and negotiating framework to resolve all issues pertaining to employment with the Company.
- iii) To provide as much flexibility as possible in the Company's operations consistent with employee satisfaction and Occupational Health & Safety requirements.

## 8. NEW EMPLOYEES

### Probationary Period

An employee will initially be employed on probation for a period of up to three (3) months and will be notified accordingly in writing at the time of engagement.

CPI Group Ltd will provide appropriate training, performance feedback and counselling during the probationary period. An induction program will be provided for each employee.

CPI Group Ltd may offer permanent employment at the end of the probationary period. The probationary period cannot be extended beyond three (3) months.

The employer and the employee can terminate during the probationary period with one (1) week's written notice.

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## 9. FLEXIBLE START TIMES

It is agreed the employer may vary or alter start times of employees, provided notice is given to the employee(s) prior to the cessation of the previous shift. Provided, where there are unforeseen circumstances no notice is required where there is mutual agreement.

Unforeseen circumstances for individuals will be limited to two (2) incidents per week or eight (8) incidents in a month.

Employees employed under this Agreement will be subject to award variations in respect of start times and related matters, which provide more flexible provisions than currently exists, such as earlier start times etc.

## 10. HOURS OF WORK

### 10.1 Ordinary Hours

- Ordinary hours of work 7.5 hours per day.
- 37.5 hours per week.
- Performed between the hours of 6:00 am and 6:00 pm. Monday to Friday.

### 10.2 Meal Breaks

The time of taking a meal break and the period of the break will be as determined by CPI Group Ltd in consultation with employees, so as to provide the maximum flexibility in operations, provided that:

A period of thirty (30) minutes is allowed. Meal breaks will be staggered to facilitate continuous operation of the site.

Subject to Motor Traffic and Occupational Health & Safety Provisions, no-one will be required to work more than five (5) hours before a break.

### 10.3 Morning Crib Break

Employees may take ten (10) minutes crib break at a time mutually agreeable between the employer and the employee in a manner that facilitates continuous running.

### 10.4 Shift Work

For the purpose of this Agreement:

Morning shift means any shift commencing prior to 6:00 am. Day shift refers to any shift starting after 6:00 am and finishing before 6:00 pm. Afternoon shift means any shift finishing after 6:00 pm and before 12:45 am.

Night shift means any shift finishing subsequent to 12:45 am and/or before 8:00 am.

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## 11. REMUNERATION

### 11.1 Wage Rates and Classification Structure

- a) The purpose of the classification structure is to enable employees to move away from narrowly based function and task-based jobs, to work which has more variety, responsibility and defined career progression procedures.

The classification structure together with the acquisition of skills at all or most levels, will lead to a multi-skilled flexible workforce that is capable of delivering desired productivity and efficiency improvements.

- b) Classification Structure:

Skill Group	Classification	Award Rate	CPI Current Rate	CPI New Rate (Includes 4% increase)	Union
1	Guillotine Operation	\$492.20	\$598.41	\$622.34	Graphic Arts General Interim Award 1995
2	Sheeter Operator	\$460.50	\$511.54	\$523.00	Graphic Arts General Interim Award 1995
3	Distribution Facility Worker	\$455.40	\$496.76	\$516.63	Transport Industry – Mixed Enterprises (State) Award
4	Offsider	\$417.10	\$431.70	\$448.97	Graphic Arts General Interim Award 1995
5	Probationary	Paid at Casual rate for position – See clause 13 (b) (ii) (iii)			

- c) Principles:  
 Progression to a higher level in the classification structure will be based on formal assessment of competency of each employee in the skills and knowledge required at the level concerned. The competency assessment procedures have been developed as part of the classification structure.

### 11.2 Agreement Negotiations

Negotiations for a further enterprise agreement are to commence a minimum of three (3) months prior to the completion date of this agreement.

### 11.3 Wage Negotiations

The new rates of pay will apply only at the new site, however, throughout the life of this Agreement and because of the introduction of the GST, if it leads to a significant increase in inflation then the TWU/AFMEPKIU reserve the right to re-open negotiations to cover this aspect.

#### 11.4 Application of Wage Rates

Those employed under the Graphic Arts General Interim Award 1995 will have the new rate applied as from 31<sup>st</sup> December, 2000. This will apply even if relocation has not occurred at that date. Those employed under the New South Wales Transport Industry – Mixed Enterprises (State) Award will have the new rate apply as and when they relocate to the new site. However, if relocation has not occurred by the 31<sup>st</sup> December, 2000, the new rate will apply.

## 12. ABSENCE FROM WORK

### 12.1 Annual Leave



Employees are entitled to four weeks paid annual leave, not including public holidays, for each year of completed service with CPI Papers.

Leave will be taken at a time, and in a manner which is mutually convenient to the parties having regard to CPI Papers' operational requirements. By agreement, leave may be taken in advance of entitlement. CPI Papers may require an employee to take any accrued but untaken annual leave in excess of twenty (20) days at a time as agreed.

Both parties undertake to give at least one month's notice of leave to be taken, but where hardship / exceptional circumstances arise, this lead time may be varied. Untaken annual leave will be paid on termination.

Annual leave should be taken in no more than three "lots", but may be varied in certain circumstances with prior mutual agreement between the employee and their manager. One lot must be a minimum of two (2) weeks.

### 12.2 Sick Leave

An employee will be entitled to be paid sick leave in accordance with the Graphic Arts General Interim Award 1995 and the New South Wales Transport Industry – Mixed Enterprises (State) Award provided they will:

- a) as soon as possible and where practicable within one hour of the normal time for commencement of work, inform the relevant supervisor or manager of their inability to attend for work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence; and
- b) demonstrate to the satisfaction of CPI Group Ltd that they are unable, on account of illness or injury, to attend for work on the day or days for which sick leave is claimed.

CPI Group Ltd may, in relation to any period of absence on account of illness or injury, and will, in the case of an absence of more than one day, require an employee to produce a certificate from a registered medical practitioner or a statutory declaration setting out the reason for absence.

### 12.3 Special Leave

There are a variety of other circumstances which may require employees to be absent from work. Each application for special leave will be treated on its merits with due regard to the individual circumstances of each case. The granting of such leave is within the sole discretion of the CPI Group Ltd.

### 12.4 Long Service Leave

Entitlements as per the Graphic Arts General Interim Award 1995 and the Transport Industry – Mixed Enterprises (State) Award.

### 12.5 Public Holidays

Employees are entitled to the public holidays which are generally observed by staff of CPI Group Ltd.

These are currently:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day.

While the Company recognises the application of a Picnic Day in the Award, however in the interest of operational requirements, the site will continue to operate on that day. The Picnic Day will be taken by 50% of the staff in conjunction with the Australia Day Holiday and 50% of the staff in conjunction with the Easter Holiday. In their interest of the operation of the site, it will be necessary to roster staff on these days so that key people are available on those days.

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## 13. PART-TIME AND CASUAL EMPLOYEES

### a) Part-Time Employees:-

- i) Part-Time employees may be employed by the Company when there is a specific need caused by the cyclical nature of the business and in the interest of maintaining customer service. In no way is this intended to take employment of full time employees.



- ii) The ordinary hours of work, exclusive of meal times, shall be within the same parameters as those prescribed for weekly employees but shall not be less than twenty hours per week.
- iii) Other provisions of the Agreement with respect to annual leave, sick leave, holidays, shall apply to part-time employees, but on a pro-rata basis of hours worked.
- iv) Notwithstanding the provisions of paragraphs (i) and (ii) of this subclause, the unions and the Company may agree, in writing, to observe other conditions in order to meet special cases.

b) **Casual Employees:-**

- i) Casual employees may be employed by the Company when there is a specific need caused by the cyclical nature of the business and in the interest of maintaining customer service. In no way is it intended to take away employment of full time employees.
- ii) Casual employees, employed by the Company, shall be paid the appropriate site hourly rate plus 20% calculated to the nearest five cents with a minimum payment in any one day of four hours.
- iii) Casual employees employed as shift workers will be paid appropriate shift allowance in addition to ordinary rate of pay plus 20%.
- iv) When it is more appropriate to use casual labour supplied by an external agency the cost to the Company will not be less than the appropriate rate on the site.

**14. WORK ENVIRONMENT AND PRACTICES**

**14.1 Occupational Health & Safety**

Management and employees will co-operate with the OHS Committee to ensure the observance of all safety precautions and procedures, including the wearing of protective clothing and equipment when required.

**14.2 Training and Skills Development**

The parties agree that in order to increase CPI Group Ltd's efficiency, productivity and competitiveness, a continuing commitment to training and skills development appropriate to its business needs is required. Accordingly, the parties commit themselves to:



- a) developing a more highly skilled and flexible workforce;
- b) providing employees with career opportunities through appropriate training to acquire additional skills;
- c) removing barriers to the utilisation of skills acquired;
- d) participating in the development and implementation of a competency based training system; and
- e) multi skilling across all operational activities within CPI Group Ltd operation.

#### 14.3 Performance Appraisal

All employees will participate in CPI Papers' performance appraisal system which is designed to assist in improving individuals' performance and to identify training and development needs and career opportunities.

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#### 14.4 Performance Improvement Program

Employees are committed to the concept of continuous improvement and to the incorporation of quality as an integral component of their daily work. To this end they will actively participate in performance improvement programs introduced by the Company, during normal working hours.

#### 14.5 Additional Policies and Procedures

In addition to the terms and conditions contained in this Agreement, there are other company policies and procedures applicable to employment which may be contained in policy manuals or be conveyed to employees by written notice such as occupational health and safety procedures. All such policies and procedures will normally be discussed and then introduced by the supervisor manager.

#### 14.6 CPI Group Ltd Joint Consultative Committee

A Joint Consultative Committee will be established comprising equal numbers of employee and management representatives. The Committee will meet as required, to consult on matters of common interest including the introduction of change and proposals for continuous improvements in efficiency, flexibility and productivity of CPI's operation, and to act as a forum to address all matters relating to Human Relations and Industrial Relations.

## 15. AVOIDANCE OF INDUSTRIAL DISPUTES

15.1 The following steps shall be followed in resolving any disputes arising during the life of this agreement.

Step 1 The matter shall be raised with the supervisor or employee concerned.

Step 2 If the matter is not resolved, it should be referred to the supervisor's manager.

Step 3 If the matter is not resolved, it should be referred to the union delegate who will discuss the issues with the site manager.

Step 4 If the matter is not resolved, it will be referred to an official of the AFMEPKIU and TWU.

Step 5 If the matter is not resolved either party may refer it to the Australian Industrial Relations Commission or State Industrial Commission whichever is relevant.

15.2 The parties agree to confer in good faith and without undue delay. Work will continue without interruption while this process is being followed.

Management and employees agree that disputes involving third parties will not impact on the operations of any other CPI Group Ltd Division.

## 16. NO EXTRA CLAIMS

The employees agree not to pursue any extra claims during the life of this agreement.

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## 17. REDUNDANCY

It is the clear intention of the Company to maximise job security on the site. Where loss of positions occur, the Company undertakes to give as much warning as possible and the options of voluntary retrenchment, redeployment and reductions through natural attrition will be considered.

In all circumstances, the requirement to maintain the necessary skills to operate the business effectively must be taken into account, therefore it may be necessary for the Company to exercise its prerogative to select those to whom retrenchment will apply.

Retrenchment will apply to a person who is employed on a permanent basis by the Company and whose conditions of work are covered by this Agreement and whose services will become redundant with the introduction of mechanisation or technological changes, re-organisation of the systems or

methods in the Company's activities, by significant re-location of the Company's place of operation, or, as a result of the down-turn of business.

In all cases, the Company undertakes to clearly communicate and consult with employees yet maintaining a balance where the interest of the employees so affected is not overlooked.

## **18. CONSULTATIVE MECHANISM**

- 18.1 Monitoring of targets and measurements of performance shall be conducted on a consultative basis at agreed regular intervals.
- 18.2 The parties reaffirm their commitment to constructive consultations in regard to workplace issues.

## **19. DEMARCATION**

All parties to this agreement agree that any demarcation issues on the site will not affect the day to day running of the site, and any demarcation issues will be resolved by negotiation of all parties to this agreement.

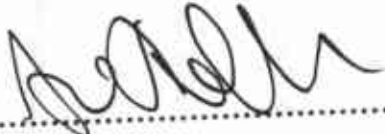
If unable to be resolved, it will be referred to the Australian Industrial Relations Commission or State Industrial Relations Commission whichever is relevant, but all work will continue on site as before until the issue is resolved.

## **20. NOT TO BE USED AS A PRECEDENT**

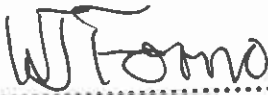
This agreement shall not be used as a precedent for the purpose of obtaining similar terms at any other enterprise.



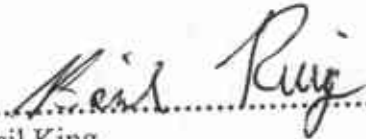
## 21. SIGNATURES

.....  
Tony Sheldon

State Secretary  
Transport Workers' Union of Australia NSW Branch

.....  
Wayne Forno

Organiser  
Transport Workers' Union of Australia NSW Branch

.....  
Basil King

Assistant Secretary  
Printing Division  
Australian Manufacturing Workers' Union

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**Industrial Registrar**

.....  
Richard Henry

Distribution Centre Manager  
CPI Group Limited.