

ENTERPRISE AGREEMENT

NO: E.A. 149 /1995

DATE REGISTERED: 8-5-95

PRICE: \$ 24-00

**HARPERCOLLINS PUBLISHERS
(AUSTRALIA) PTY LIMITED**

(ACN 008 431 730)

ENTERPRISE AGREEMENT 1995

AN ENTERPRISE AGREEMENT MADE IN ACCORDANCE WITH DIVISION 2,
ENTERPRISE AGREEMENTS, INDUSTRIAL RELATIONS ACT 1991 (NSW)

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HarperCollins Publishers Distribution Services Enterprise Agreement 1995

2. TITLE

This agreement shall be known as the "HarperCollins Publishers Distribution Services Enterprise Agreement 1995" (the "agreement").

3. PARTIES

The agreement is made in accordance with the provisions of *sections 115-142, Industrial Relations Act 1991 (NSW)* between HARPERCOLLINS PUBLISHERS (AUSTRALIA) PTY LIMITED (ACN 008 431 730), 25 Ryde Road, Pymble NSW 2073, of the first part and the EMPLOYEES of the said HarperCollins Publishers (Australia) Pty Limited in the enterprise, being distribution, warehouse and ancillary activities, of the second part.

4. AREA, INCIDENCE AND PARTIES BOUND

The agreement shall be binding on HarperCollins Publishers (Australia) Pty limited (the "employer") and the employees named in the Schedule to this agreement, and such other persons from time to time who are employed in the enterprise in the occupation of-

Forklift Driver

at the establishment of Yarrowa Road, Moss Vale and in accordance with *section 121 (2), Industrial Relations Act 1991 (NSW)*.

5. DURATION

The agreement shall take effect as from the day after the date of registration of the agreement under the provisions of the *Industrial Relations Act 1991 (NSW)*, and it shall remain in force for a period of one year.

6. DURESS

The parties declare that the agreement is not entered into at any stage under duress and that the agreement reflects the interests and desires of each party. The parties further declare that the agreement is not unfair, harsh or unconscionable.

7. INTENT

The parties agree to the implementation of the process necessary to ensure that mutual benefits are derived from the agreement.

8. OBJECTIVES

(a) The employer agrees to provide incentives to reward the enhancement of relevant skills and performance by employees.

(b) The joint focus of the parties is the commitment to understand and respond to customer needs, serving them with integrity, delivering services promptly, safely and efficiently, and promoting quality control by setting standards and continually monitoring and

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improving their services, and to cooperate positively to increase productivity and competitiveness in the warehouse and distribution industry.

(c) The parties intend to encourage the provision of clear lines of communication on matters affecting individuals and their work, developing individual and collective talents, promoting cooperation and teamwork, and recognising individual and team contributions.

(d) The parties recognise the importance of quality control principles. All employees agree to give full support and cooperation to the introduction of measures which will enhance the quality and productivity of their work.

(e) The parties recognise the prerogative of the employer to allocate work and agree that work should be organised to maximise the flexibility within the ability of the work force.

(f) The employees agree not to impose any restrictions or limitations on the allocation of work, standard work times or the review of work methods.

(f) The parties agree to the introduction of procedures for handling employee grievances, and to use a cooperative approach to the resolution of matters which may lead to a breakdown of harmonious relations.

(g) A *Joint Consultative Committee* shall continue to operate with its composition of senior management representatives, including the Distribution Manager and the Personnel Manager, and representatives from the employees including a representative from the classification of forklift driver. This committee shall meet at least each second month or as otherwise required to discuss any matter concerning the employment of the employees with the enterprise.

9. RELATIONSHIP TO PARENT AWARD

The Parent Award is the *HarperCollins Publishers Distribution Services Award 1994* (effective from 23 March, 1994, for a period of 12 months). The Parent Award is replaced wholly by the agreement. All industrial awards and agreements as they relate to matters contained within the agreement no longer apply to the employees covered by this agreement.

10. EQUAL EMPLOYMENT OPPORTUNITY

(a) The parties are committed to the implementation of equal employment opportunity in the work force.

(b) The parties agree to incorporate equal employment opportunity principles into management policy, planning and reporting functions so as to provide opportunities for all staff to participate and benefit from work place reform programs.

11. FLEXIBILITY OF WORK

The employer may direct an employee to carry out any duty that is within the limits of such employee's skill, competence and training.

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12. COMMITMENT TO TRAINING

The parties recognise that in order to increase the efficiency, productivity and competitiveness of the warehouse and distribution industry operations that a greater commitment to training and skill development is required.

For this reason the parties commit themselves to-

- (i) developing a more highly skilled and flexible work force;
- (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and

the parties agree that training programs should be developed consistent with-

- (iii) the current and future skill needs of the enterprise;
- (iv) the size, structure and nature of the operations of the enterprise; and
- (v) the need to develop vocational skills relevant to the enterprise and the warehouse and distribution industry through courses conducted by accredited educational institutions and other appropriate providers, and by in-house courses conducted by the employer.

13. HOURS

(a) The *ordinary hours* of work shall not exceed 38 hours per week and shall be worked between Monday and Sunday (inclusive) within the spread of hours between 6.00 am and 6.30 pm per day.

(b) The employer shall determine the normal commencing and finishing times of ordinary hours of work within the normal spread of hours, provided 7 days notice is given to any employee directly effected by any alteration to existing normal times.

(c) The *shift work hours* shall not exceed 38 hours per week and may be worked between Monday and Sunday (inclusive) on the following shift:

Between 4.00 pm and 12.00 pm midnight on the same day.

Between 4.30 am and 12.30 pm in the afternoon of the same day.

(d) The employer may alter the shift work hours from time to time, provided that 7 days notice is given to the employees directly effected by such an alteration.

14. OVERTIME

(a) All time worked by the employee, as required by the employer, which exceeds 38 hours in any one week, and which commences before the commencing time on any day and after the ceasing time on any day, shall be paid overtime at the rate of time and one half for the first two hours overtime, and double time thereafter.

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(b) ~~The employee shall be required to be available to work~~ at least one hour's overtime each day. shall be made available to each employee.

(c) The employer shall give at least 24 hours notice of any requirement ^{additional} by the employee to perform overtime work.

15. HOLIDAYS, SATURDAYS AND SUNDAYS

(a) The following days shall be observed as **Holidays**: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and any other day gazetted as a public holiday within the area covered by the agreement, provided that any day proclaimed as a holiday for the State for a special purpose, but observed throughout the State on different days, also shall be a holiday.

(b) The employees shall also be entitled to an additional day added to their annual leave period or taken on their respective birthdays in lieu of their particular union's Picnic Day.

(c) An employee absent without leave on the day before or the day after any holiday or holidays, set out in sub-clauses (a) and (b) above, shall be liable to forfeit wages for the day or days of absence and the holiday or holidays or the day in lieu thereof, except if the employer is satisfied that illness (supported by a medical certificate) was the cause of any such absence.

(d) All work performed on a **public holiday** by an employee, as required by the employer, shall be paid at the rate of double time and one half.

(e) All work performed on a **Saturday** by the employee, as required by the employer, shall be paid at the rate of time and one half for the first two hours, an double time thereafter, provided that a minimum of four hours work shall be paid.

(f) All work performed on a **Sunday** by the employee, as required by the employer, shall be paid at the rate of double time, provided that a minimum of four hours work shall be paid.

(g) Paragraphs (e) and (f) of this clause shall not apply to employees required to work shift work, as rostered by the employer on a Saturday or a Sunday, provided that the employees concerned agree to work such weekend shift work.

16. WAGES

(a) The hourly rate for ordinary hours of employment worked by the employee shall not be less than the rate which would have been otherwise applicable from time to time under the Parent Award, in accordance with *section 122 (1) (3), Industrial Relations Act 1991 (NSW)*.

(b) The hourly wage rates shall not be less than the following rates for the classification of Fork Lift Driver which shall provide-

		\$ 11.20
Grade 1	\$ 11.20 (per hour)
Grade 2	\$ 12.10 (per hour)

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(c) The Grade 1 Fork Lift driver shall be an employee with less than six months consecutive experience driving a fork lift of a kind used by the employer immediately before such an appointment, and a Grade 2 Fork Lift driver shall be an employee with more than six months consecutive consecutive experience driving a fork lift of a kind used by the employer immediately before such an appointment.

(c) **Casual employees** shall be paid on the basis of the rate for the appropriate classification level, plus ^{seventeen and one half per cent} ~~one thirty eighth~~, plus plus one twelfth all separately calculated on the base rate for the appropriate classification level. This casual rate shall be taken to include and be in lieu of, all kinds of leave and other benefits and allowances under the agreement.

(d) **Part-time employees** shall be paid on the basis of the hourly rate for the appropriate classification level to which they have been appointed.

(e) The employer shall determine from time to time the permanent, casual or part-time category applicable to any employee.

17. ALLOWANCES

"First-Aid Allowance" shall be \$11.85 per week, payable only to a person who is appointed as a First-Aid Attendant.

"Meal Allowance" shall be \$8.66, payable only when an employee is required to work overtime in excess of two hours in circumstances when the notice given by the employer to work such overtime is less than 24 hours.

"Shift Work Allowance" shall be paid on the basis of the rate for the classification level to which the employee has been appointed by the employer, together with a 17.5% loading on the rate for such level.

18. TRAVELLING EXPENSES AND TRANSFERS

(a) Motor vehicle expenses shall be paid at the rate of 44 cents per kilometre to an employee required by the employer to use the employee's motor vehicle on enterprise business.

(b) An employee required to report for work at a place other than the employee's usual place of work shall be-

(i) paid all fares reasonably incurred and substantiated which are in excess of those fares which would have been normally incurred by the employee if the employee had not been required to report to this other work place, and

(ii) paid at ordinary rates of pay for the difference between the travelling time which would have been normally incurred by the employee and that which the employee incurred by travelling to this other work place.

(c) An employee required by the employer to transfer from one working place to another during normal working hours shall be paid ordinary rates of pay for such travelling period, and the employee shall be reimbursed for any substantiated fares incurred for such travel.

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(d) An employee who is required by the employer to be transferred from his usual place of work for a period not exceeding three consecutive weeks, and such a transfer requires the employee to be absent from the employee's usual place of abode, shall be reimbursed for all reasonable and substantiated expenses incurred for accommodation including fares to and from the place of transfer.

19. PAYMENT OF WAGES

(a) Employees shall be paid on the Thursday of each week for all wages due which can be reasonably calculated up to and including each Tuesday, except in the case of overtime which shall be paid on the pay day which succeeds the week in which it was earned.

(b) Employees shall be paid as far as practicable all ordinary rates of pay due forthwith on termination of employment, except in the case of overtime and other termination payments due which shall be paid to such employees within one week of termination of employment. The employer shall reimburse the employee all expenses incurred in attending to collect any payments due after one week from the date of termination.

(c) The following particulars in writing shall be given to employees at the time of receiving any wages-

- (i) the date of payment,
- (ii) the period for which the payment refers,
- (iii) times worked or work done,
- (iv) matters for which payment is made,
- (v) any deductions,
- (vi) amount paid, and
- (vii) how the amount is made up.

(d) The employer may pay wages by cash, company cheque or direct deposit into a bank account chosen by the employee. The employer shall meet the cost of any EFT transaction.

20. MEAL BREAKS AND RESTS

(a) There shall be a meal break allowed for employees each day of 30 minutes to be taken between 11.30 am and 2.30 pm.

(b) There shall be a paid break of 15 minutes for employees required by the employer to work for three or more hours overtime.

(c) An employee who is required by the employer to work during a scheduled meal break shall be paid at the rate of time and one half for such period worked.

(d) There shall be a rest pause taken during a period determined by the employer of 15 minutes in the morning and 15 minutes in the afternoon between Monday and Thursday (inclusive), and 15 minutes in the morning on Friday morning, for employees during ordinary working hours.

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21. LUNCH ROOM

The employer shall provide suitable facilities for the use of employees without charge which includes a suitable room with adequate table and seating accommodation, sufficient cutlery, crockery and hot water.

22. FIRST AID

(a) The employer shall provide a first aid outfit which shall be placed under the custody and control of a person appointed by the employer.

(b) The employer shall train and appoint a suitable first-aid attendant and train suitable back-up attendants as required.

23. ANNUAL LEAVE AND LONG SERVICE LEAVE

(a) Annual leave shall be taken in accordance with the *Annual Holidays Act, 1944* and Long Service Leave shall be taken in accordance with the *Long Service Leave Act, 1955*.

(b) All leave taken under this clause shall be taken during a period suitable to the business arrangements and discretion of the employer, subject to annual leave being taken in accordance with the *Annual Holidays Act 1944*

(c) Annual Leave shall be paid with a seventeen and one half per cent loading.

24. SICK LEAVE

(a) There shall be ten days sick leave paid at ordinary rates for employees in each calendar year from the anniversary of their service with the enterprise, provided that-

(i) a medical certificate is required to be produced certifying as to unfitness for work from the second consecutive day of unfitness for work, and

(ii) payment of any sick leave granted to an employee within the first three months of service of such employee with the enterprise shall be withheld from payment until such employee has completed three months service.

(b) Untaken sick leave shall accrue from year to year to a maximum of three weeks total sick leave entitlement, provided that any untaken accumulated sick leave shall not be paid to an employee on termination of employment.

25. PARENTAL LEAVE

Parental leave shall be available to eligible employees in accordance with *Chapter 2, Part 2, Divison 2, Industrial Relations Act, 1991(NSW)*.

26. BEREAVEMENT LEAVE

Bereavement leave shall be available to eligible employees in accordance with *clause 32, Warehouse Employees' -General (State) Award (Industrial Gazette Volume 265, page 438)*.

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27. JURY SERVICE

An employee shall be allowed leave of absence during any period when required to attend for jury service. During such leave of absence an employee shall be paid the difference between the jury service fees received and the employee's ordinary rate of pay. An employee shall be required to produce proof of jury service fees received and proof of requirement to attend jury service to the employer as soon as practicable after receiving notification to attend for jury service.

28. SAFETY BOOTS AND CLOTHING

The employer shall provide safety boots to fork lift drivers and clothing.

29. SUPERANNUATION

(a) The employer shall make contributions on behalf of employees into a superannuation fund approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

(b) The employer shall pay to the trustees of such an approved superannuation fund an amount equal to five percent of the employees' weekly ordinary time earnings, or such higher amount which is required to be contributed by legislation.

30. REDUNDANCY AND AUTOMATION

(a) A permanent employee whose employment is terminated solely because of the introduction or proposed introduction of mechanisation and/or technological change by the employer which has or is intended to substantially effect the work in which such an employee is engaged by the employer in the enterprise, and where such employee has had 12 months continuous service immediately preceding such termination, shall be entitled to receive-

- (i) three months notice of termination, and
- (ii) in the event that three months notice is not given, the employee shall be entitled to be paid at the ordinary rate of pay for a period equal to the difference between the three months mentioned in paragraph (i) above and any lesser period of notice actually given to the employee.

(b) The employer may terminate the employment of an employee under this clause by the payment of three months salary at ordinary rate of pay in lieu of notice, together with any other termination payments which may be due to the employee concerned.

(c) The period of notice under this clause shall be deemed to be service for the purposes of annual leave and long service leave entitlements under this agreement.

(d) The provisions under this clause shall be in accordance with the requirements determined from time to time under *section 93, Industrial Relations Act NSW 1991* and the *Employment Protection Act NSW 1983 and Regulation*.

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31. TERMINATION OF EMPLOYMENT

(a) The employment may be terminated at any time by a permanent employee or the employer by giving notice in writing under the following notice scale-

<u>Employee's period of continuous Service with the Employer</u>	<u>Period of Notice</u>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(The notice concerning an employee over 45 years who has completed at least 2 years continuous service shall be increased by one week over the scale above).

(b) At such time of giving notice in the case of a permanent employee, the employee may leave forthwith and forfeit the payment of wages in lieu of notice, and at such time as giving notice in the case of the employer, the employer may pay to the employee the equivalent of wages for the period of notice in lieu of notice.

(c) The employer or a probationary employee (being an employee with less than three months continuous service) may terminate the employment of such an employee at any time without notice.

(d) Subject to sub-clause (e), the employer shall not terminate the employment of a permanent employee for reasons related to the employee's conduct or performance unless-

- (i) the employee has been given the opportunity to answer any allegations made; or
- (ii) the employer could not be reasonably be expected to give the employee that opportunity.

(e) The employer may instantly dismiss at any time without notice an employee the employer considers guilty of serious misconduct.

(f) Without limiting the generality of paragraph (e) of this clause, the conduct of an employee who does not heed a written warning and counselling given by the employer concerning that employee's work performance, shall be conduct deemed to be serious misconduct.

32. GRIEVANCE AND DISPUTE PROCEDURES

(a) The parties agree to follow the principles established in the grievance procedures laid down under *section 185, Industrial Relations Act 1991 (NSW)*.

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- (b) The following steps shall be followed to resolve grievances within the enterprise-
- (i) Any grievance should be first brought by the employee concerned to the attention of that employee's Supervisor.
 - (ii) If the employee is not satisfied with the response from the Supervisor, the issue may be brought to the notice of the Manager.
 - (iii) If the matter is not satisfied at the level of the Department Head, the issue can be brought to the notice of the Personnel Manager.
 - (iv) If the matter is not satisfied at the level of the Personnel Manager, the issue can be brought to the notice of the Distribution Manager.
 - (v) If the matter is not satisfied at the enterprise level, the issue can be brought to the attention of the employer's Chief Executive Officer.
 - (vi) If the matter cannot be resolved with the employer after following the procedural requirements set out above, the issue may then be referred to the Industrial Relations Commission.
- (c) An employee or the employer may have any person representing such employee or the employer in the resolution of a grievance or dispute.

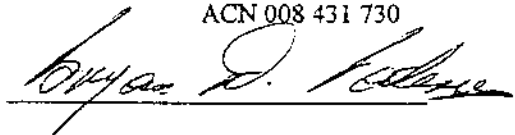
33. VARIATION

Any variation to this Agreement will be made in accordance with the provisions of *section 125, Industrial Relations Act, 1991 NSW*.


This agreement is made at Moss Vale on this the 15th day of March, 1995

SIGNED AND SEALED (on behalf of HarperCollins Publishers (Australia) Pty. Ltd.)

ACN 008 431 730



in the presence of



ST KH MC JB. R J.H. S.M. T.H

HarperCollins Publishers Distribution Services Enterprise Agreement 1995

SIGNED (by the employees of Harper Collins Publishers (Australia) Pty Ltd. ACN 008 431 730)

Employees

Signatures

Garth Thompson
38 Brisbane Street, New Berrima NSW 2577
Ph. (048) 77 1018: Fork Lift Driver Supervisor



Kenneth Henderson
Lot 23, Nerang Street, Burradoo NSW 2576
Ph. (048) 62 1461: Fork Lift Driver



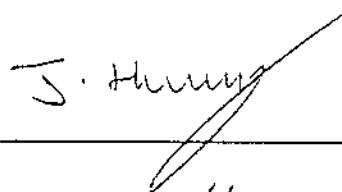
John Burns
Lot 6, Greenhills Road, Berrima NSW 2577
Ph. (048) 77 1671: Fork Lift Driver




Denis Collins
6 Watkins Drive, Moss Vale NSW 2577
Ph. (048) 68 3446: Fork Lift Driver



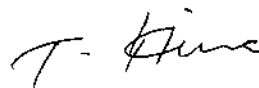
John Hurry
14 Sydney Street, New Berrima NSW 2577
Ph. (048) 68 1275 (message): Fork Lift Driver



Stephen Mott
Koyong Close, Moss Vale 2577
Ph. (048) 68 3067: Fork Lift Driver



Tony Huia
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Ph. (048) 68 1551: Fork Lift Driver



Michael Cox
Lot 3 School Lane, Exeter NSW 2579
Ph. (048) 83 4038: Fork Lift Driver

