

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/155

TITLE: CPI Group Ltd Wetherill Park Agreement

I.R.C. NO: 2001/7155

DATE APPROVED/COMMENCEMENT: 14 December 2001

TERM: 31 uly 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA01/29

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Graphic Arts General Interium Award 2000 and the Transport Industry - Mixed Enterprises (State) Award, located at the Company's site at Wetherill Park

PARTIES: CPI Group Limited -&- the Transport Workers' Union of Australia, New South Wales Branch

Ex 1

~~CERTIFIED AGREEMENT~~**1. TITLE OF AGREEMENT**

This Agreement shall be referred to as the **CPI GROUP LTD WETHERILL PARK AGREEMENT** and applies to all referred to employees at the 74-94 Newton Road, Wetherill Park site only.

2. ARRANGEMENT

Clause	Subject
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 Operative Date of Wage Increases
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 Improvement Program
	14.4 Additional Policies and Procedures
	14.5 CPI Group Ltd Joint Consultative Committee
	14.6 Performance Monitoring
15.	Avoidance of Industrial Disputes
16.	No Extra Claims
17.	Redundancy

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18. Demarcation
19. Not to be used as a Precedent
20. Anti- Discrimination
21. Signatures

3. APPLICATION OF AGREEMENT

This Agreement shall only apply to CPI Group Ltd, 74-94 Newton Road, Wetherill Park in the State of New South Wales, and to all employees at CPI Group Ltd engaged in any of the occupations or callings specified in the Graphic Arts General Award 2000 and the New South Wales Transport Industry - Mixed Enterprises (State) Award.

This agreement applies to all employees formally covered by the CPI Trading NSW Enterprise Agreement 1999 at 326 Woodpark Road, Smithfield 2164 in the State of New South Wales, which ceased to operate on the closure of that site. The Company recognises those employees' years of service from commencement of their employment within the CPI Group and those employees will not be monetarily disadvantaged under the terms of this agreement.

4. PARTIES BOUND

(a) CPI Group Ltd, 74-94 Newton Road, Wetherill Park.

(b) 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 31 July 2003.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read wholly in conjunction with the Graphic Arts General Award 2000 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.

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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.

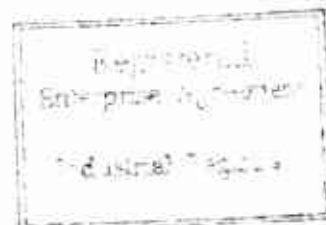
The employer and the employee can terminate during the probationary period with one (1) week's written notice.

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.

Nothing in this agreement will replace the company's continued practice of giving one week's notice where possible.



10. HOURS OF WORK

10.1 Ordinary Hours

Ordinary hours of work are as follows:

- Ordinary hours of work 7.5 hours per day.
- 37.5 hours per week.
- Performed between the hours of 6:00 am and 6:00pm 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 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 6:00pm. Afternoon shift means any shift finishing after 6:00pm and before 12:45 am.

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

Afternoon Shift

The company will pay a shift allowance to all employees working on an afternoon shift at a rate of 20%.

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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 Rate from 1/8/01 (Includes 4% Increase)	CPI Rate from 1/8/02 (Includes 5% Increase)	Award
0	Team Leader	\$592.28	\$671.27	\$698.12	\$733.03	Transport Industry - Mixed Enterprises (State) Award
1	Gaillotine Operator	\$507.20	\$622.34	\$647.23	\$679.60	Graphic Arts General Award 2000
2	Shooter Operator	\$473.50	\$532.00	\$553.28	\$580.94	Graphic Arts General Award 2000
3	Distribution Facility Worker	\$483.40	\$531.94	\$553.22	\$580.88	Transport Industry - Mixed Enterprises (State) Award
4	Offsider	\$430.10	\$448.97	\$466.93	\$490.28	Graphic Arts General Award 2000
5	Probationary	Paid at Casual rate for position - See clause 13 (b) (ii) (iii)				

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 Operative Date of Wage Increases

The new wage increases will be effective from 1 August 2001 and 1 August 2002.

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.

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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 Award 2000 and the 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 the 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 CPI Group Ltd.

12.4 Long Service Leave

As per the NSW Long Service Leave Act.

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.



Picnic Day entitlements will be as per the Graphic Arts General Award 2000 and the Transport Industry - Mixed Enterprises (State) Award.

13. PART-TIME AND CASUAL EMPLOYEES

(a) Part-Time Employees:

- (i) The Company may employ part-Time employees 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) The Company may employ casual employees 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) 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) In the event that either of the above named Federal or State awards is varied, such variation/s will apply to this agreement.
- (v) If 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;
- (c) providing employees with career opportunities through appropriate training to acquire additional skills;
- (d) removing barriers to the utilisation of skills acquired;
- (e) 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.

In particular, employees will be given the opportunity to participate in gaining industry qualifications from Certificate I-IV in Transport and Distribution (Warehousing) to be delivered via an on-the-job training program. This training will be provided under the guidelines of a NSW traineeship program.

14.3 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.

14.4 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.

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14.5 Consultation

The parties to this agreement will consult as required, to discuss 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.

14.6 Performance Monitoring

Monitoring of targets and measurements of performance shall be conducted on a consultative basis at agreed regular intervals.

The parties reaffirm their commitment to constructive consultations in regard to workplace issues.

15. AVOIDANCE OF INDUSTRIAL DISPUTES

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 which ever is relevant.

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



17. REDUNDANCY

The parties recognise the serious consequences and personal disadvantages that loss of employment can have on an individual. In light of this the Company shall advise the relevant employee or employees and/or their representatives of any intended redundancy at the earliest practicable opportunity.

It is recognised that the Company must retain a workforce, which contains the skills necessary to remain competitive in the market place. If there is more than one individual in the positions involved, the Company shall call for volunteers before selecting people for redundancy. Where the application for voluntary redundancy is detrimental to the operational requirements of the Company, appropriate discussions will be held with the Union with a view to adopting a mutually agreed alternative.

The company, when making an employee redundant, will:

- a) Provide 4 weeks notice.
- b) Pay 3 weeks pay for every year of service or pro rata thereof to a maximum of 52 weeks;
- c) Pay out all annual leave plus any outstanding leave loading entitlements;
- d) Pay pro-rata Long Service Leave.

For the purposes of this Clause, an employee's ordinary rate of pay shall be the applicable rate of pay including any applicable shift allowance.

18. 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.

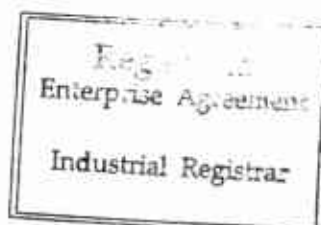
If unable to be resolved it will be referred to the Australian Industrial Relations Commission or State Industrial Relations Commission which ever is relevant, but all work will continue on site as before until the issue is resolved.

19. 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

20. ANTI-DISCRIMINATION

It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race,



sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

Under the **Anti-Discrimination Act 1977**, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the **Anti-Discrimination Act 1977**; or
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

21. SIGNATURES



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Tony Sheldon, State Secretary
Transport Workers' Union of Australia NSW Branch



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Bill Wright, Operations Manager
CPL Group Limited

