

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/209**

**TITLE: CPI Papers, Smithfield Transport Workers Agreement 1998**

**I.R.C. NO: 98/3142**

**DATE APPROVED/COMMENCEMENT: 27 July 1998**

**TERM: 18 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 10**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the company employed at 115 Woodpark Road, Smithfield 2164 engaged in any of the occupations, industries or callings specified in the Transport Industry - Mixed Enterprises (State) Award.

**PARTIES:** Consolidated Paper Industries Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



1. **TITLE**

This Enterprise Agreement shall be referred to as the CPI PAPERS, SMITHFIELD TRANSPORT WORKERS AGREEMENT 1998.

2. **ARRANGEMENT**

**CLAUSE # SUBJECT**

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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 (s).
7. Objectives of the agreement.
8. Remuneration.
9. Casual employees.
10. Ordinary hours of work.
11. Flexible start times.
12. Flexible Lunch Breaks
13. Labour flexibility.
14. Code of conduct.
15. Superannuation fund.
16. Avoidance of industrial disputes.
17. No extra claims.
18. Time-for-time flexibility.
19. Consultative mechanism.
20. Not to be used as a precedent.
21. Signatures.



3. **APPLICATION OF AGREEMENT**

This agreement shall apply in CPI Papers, 115 Woodpark Road, Smithfield, 2164 in the State of New South Wales and to all employees of CPI Papers engaged in any of the occupations or callings specified in the Transport Industry - Mixed Enterprises (State) Award.

4. **PARTIES BOUND**

- 4.1 CPI Papers, 115 Woodpark Road, Smithfield.
- 4.2 Transport Workers' Union Australia NSW Branch.
- 4.3 The employees of CPI Papers who are employed at 115 Woodpark Road, Smithfield engaged in any of the trades or callings set out in the parent award whether they are union members or not.

5. **DATE AND OPERATION OF THIS AGREEMENT**

The agreement shall operate from the date of approval and shall remain in operation for a period of 18 months from that date.

6. **RELATIONSHIP TO PARENT AWARD (S)**

This agreement shall be read wholly in conjunction with the 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 any inconsistency.

7. **OBJECTIVES OF THE AGREEMENT**

The aim of this agreement is to support CPI Papers' efforts to gain and retain a competitive advantage in all aspects of customer service, quality, productivity, and product innovation; moving to achieving "best practice"; and a philosophy of continuous improvement;



8. **REMUNERATION**

A wage increase of approximately 10% to the base award rate shall be paid to the employees bound by this agreement in accordance with the following:

- (i) The increase is retrospective to the date of making the agreement.
- (ii) Classification:



Transport Worker Grade	Current Base Rate	Agreed Minimum Rate
ONE	\$406.00	\$446.70
TWO	\$420.00	\$462.30
THREE	\$429.40	\$473.10
FOUR	\$437.60	\$482.50
FIVE	\$458.70	\$506.80
SIX	\$464.00	\$512.90
SEVEN	\$480.10	\$531.40
EIGHT	\$512.90	\$569.10

- (iii) Those employees, who prior to this agreement are already being paid an amount equal to or in excess of the new increased amount in clause 8.1 (ii) will remain at the same rate of pay.

9. **CASUAL EMPLOYEES** shall be paid a minimum of 4 hours work for each start.

10. **ORDINARY HOURS OF WORK**

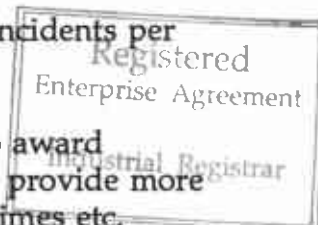
Ordinary hours of work are between 6am and 6pm Monday to Friday.

**11. FLEXIBLE START TIMES**

**11.1** 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 2 incidents per week and 8 incidents in a month.

**11.2** 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.



**12. FLEXIBLE LUNCH BREAKS**

Lunch breaks are to be taken between the hours of 11am - 2 pm at a time indicated by management when necessary.

**13. LABOUR FLEXIBILITY**

An employer may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks. The employer may direct an employee to carry out duties and use equipment/vehicles as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees.

Should CPI Papers utilise a contractor to perform transportation services, then the company will endeavour to ensure that site rates will apply to those workers who perform work on site.

**14. CODE OF CONDUCT**

The following Codes of conduct have been designed to ensure all employees understand their obligation/responsibilities with regard to Acts of Dishonesty, Company Policy and General Discipline.

**(a) General**

All employees including management are required to:

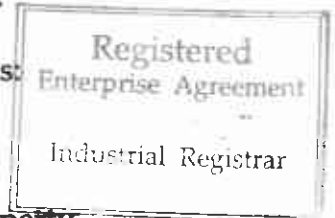
- I. Treat customers and colleagues with honesty, courtesy and respect.

- II. Effectively perform their duties in line with business objective, awards/agreements policies, rules and procedures.
- III. Work in a safe and happy manner.
- IV. Attend work when required and report absences immediately.

**(b) Acts of dishonesty**

The following examples are listed as a guide to ensure that all employees clearly understand that such acts are dismissible offences.

- I. Proven cases of theft and Pilferage (stealing).
- II. Falsifying of documents so as to achieve a benefit one is not entitled to (wages/time sheets etc.).
- III. Clocking on or off Bundy cards other than the Bundy card displaying the employees own payroll number.
- IV. Any form of proven malicious violence towards:
  - Company Property
  - Customers and/or their property
  - Any member of the public and/or their property
  - A fellow employee/s



Above relates to during working hours and on Company or clients property, however, it does not prevent employees using self defence to defend themselves.

- V. Refusal to follow or carry out Lawful and reasonable request/directive given by a Supervisor, or Manager.
- VI. The use of, or being affected by or in possession of illegal drugs and/or substances in Company time, on Company property.

The use of prescription drugs which may affect any employee/s performance must be brought to the attention of the employee's supervisor or manager. Such information will be deemed as confidential.

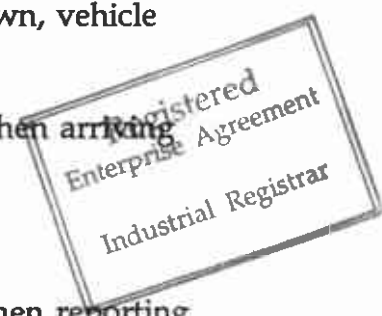
- VII. Consumption of Alcohol during working hours.

The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

**(c) Misconduct**

The following list represents a guide for employees to ensure they understand that such misconduct can lead to Disciplinary Action being taken against an employee:

- I. Driving any vehicle in the yard complex at excessive speed.
- II. Mishandling (throwing, Kicking) thereby causing damage to Freight.
- III. Failing to ensure a vehicle/Equipment check occurs for – Oil, Water, Tyres and Fuel, which results in a breakdown, vehicle damage, or loss to productive time.
- IV. Failing to notify the Company via a Supervisor, when arriving later than normal starting time (within (1) hour).
- V. Failure to effectively perform duties.
- VI. Failure to be free from the Influence of Alcohol when reporting to work.
- VII. Failure to work in a Safe and Healthy manner.
- VIII. Failure to comply with Operating Procedures which may lead to injury/damage to property/person or productivity.



The above list is not exhaustive and employees should take care and avoid placing themselves in such a situation.

**(d) General Conduct**

In cases of serious misconduct, the employee may be given a verbal warning, a written warning or dismissed depending on the following criteria:

- I. Circumstances and work relevance of the misconduct.
- II. Seriousness of the misconduct.
- III. Employee's explanation of his/her conduct.
- IV. Employee's past conduct and personal situation.

Note 1:

At the discretion of the Company, an employee involved in Misconduct (other than acts of Dishonesty) may be stood aside on normal pay pending a full investigation.

Note 2:

Letters of Warning for Misconduct (other than Acts of Dishonesty) will remain on an employee's file as follows:

- First - 9 months
- Second - 12 months
- Third and Final - 24 months



Note 3:

The employees shall have the right to have a witness of their choice present during all the above steps.

Notwithstanding anything contained in this Code of Conduct, the employee has the right to have a union official and/or delegate present during any of the steps outlined in this clause.

Concerning (Note 2 above) the employee will be required to sign such letters of warning to confirm he/she understands their content.

15. SUPERANNUATION FUND

One of the choices of superannuation fund to be made available to the employees is the TWU Superannuation Fund should the legislation be passed that the employer is to offer a choice of (4) four funds.



**16. AVOIDANCE OF INDUSTRIAL DISPUTES**

**16.1** The following steps shall be followed in resolving any disputes arising during the life of the 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 T.W.U.
- Step 5 If the matter is not resolved either party may refer it to the Industrial Relations Commission of NSW.



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

**17. NO EXTRA CLAIMS**

The union and employees agrees not to pursue any extra claims during the life of this agreement.

**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. 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. SIGNATURES

Signed by DENIS GOODREM )  
of CONSOLIDATED PAPER )  
INDUSTRIES PTY LIMITED )  
ACN 005 190 036 in the )  
presence of: )

*Denis Goodrem*  
.....  
Denis Goodrem  
Director

*[Signature]*  
.....  
Witness (Justice of the Peace)

*SARAH I DAVIES*  
.....  
Print Name

Dated this *2nd* day of *July* 1998.



SIGNED on behalf of  
the TRANSPORT WORKERS'  
UNION OF AUSTRALIA  
NEW SOUTH WALES BRANCH

*Steve Hutchins*

Steve Hutchins

Date

23-7-98

In the presence of

*A. J. ... S.P.*

Date

23-7-98

Registered  
Enterprise Agreement  
Industrial Registrar