

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/122

TITLE: HPA Alexandria Warehouse Pty Ltd Certified Agreement

I.R.C. NO: IRC3/2311

DATE APPROVED/COMMENCEMENT: 13 May 2003/1 April 2002

TERM: 30 June 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 20 June 2003

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the employees of Hermes Precisa Pty Ltd, in respect to Lettershop, Laser and Fulfilment, at 165-175 Mitchell Rd, Alexandria 2015, who fall within the coverage of the Graphic Arts Award 1996 and the Storemen and Packers General State Award

PARTIES: Hermes Precisa Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union, National Union of Workers



HPA
~~INTERIM AGREEMENT~~
ALEXANDRIA WAREHOUSE PT7 LTD
2002-2003
COLLECTIVE AGREEMENT

Registered
Enterprise Agreement
Industrial Registrar

**HPA
INTERIM AGREEMENT
ALEXANDRIA WAREHOUSE
2002-2003**

Clause	Content	Page
1.	Title	3
2.	Parties and Persons bound	3
3.	Objectives	3
4.	Commitments	3
5.	Period of Operation	5
6.	Relationship to Parent Awards	5
7.	Increases to Wages	5
8.	Avoidance of Disputes	5
9.	Consultative Mechanisms	6
10.	Hours of work	6
11.	Occupational Health and Safety	6
12.	No further Claims	6
13.	Renegotiation	6
14.	Warning Procedure for employee Performance and Conduct	7
15.	Motor vehicle policy	8
16.	Company Policies, Procedures and Guidelines	8
17.	Superannuation	8
18.	Casual and Contract Labour	9
19.	Union picnic day	9
20.	Redundancy	9
21.	Long Service Leave	10
APPENDIX 1	CONSULTATIVE MECHANISM GUIDELINES	11
APPENDIX 2	CONDUCT AND CONFIDENTIALITY POLICY	12
APPENDIX 3	GENERAL CONDITIONS	13
	HOURS OF WORK	13
SIGNATORY PAGE		14



1. Title

This Agreement shall be known as the HPA Alexandria Warehouse Pty Ltd Certified Agreement.

2. Parties and Persons bound

This agreement shall be binding upon:

2.1 Hermes Precisa Pty Ltd (ACN 002 816 766) (hereinafter known as the Company") in respect to its Lettershop, Laser and Fulfilment employees at 165 — 175 Mitchell Road Alexandria 2015. In the event of re-location of the business or employees, the agreement shall continue to apply.

2.2 AFMEUPKIU

2.3 NUW

3. Objectives

The objectives of this agreement are to:

3.1 Increase the efficiency and performance of the company by the effective utilisation of the skill and commitment of the Company's employees.

3.2 Improve the living standards, job satisfaction and continuity of the Company's employees by improving upon existing award and industry standard.

3.3 Create a co-operative and productive industrial relations environment.

3.4 Provide workers with more varied, fulfilling and better paid jobs.

3.5 Promote the continued acquisition of skills by workers.

3.6 Maintain a safe and quality conscious working environment, and

3.7 Establish effective communications between the Company and its workers to ensure that the workforce are kept fully informed and have an input into decision making that effects the work environment and the future employment of workers with the company.

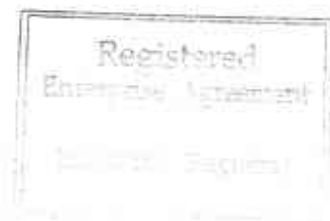
4. Commitments

4.1 General

In order that the objectives of this Agreement are achieved the parties are committed to ensuring that:

4.1.1 the measures contained in this Agreement lead to real gains in productivity and efficiency

4.1.2 A broad approach to productivity is adopted incorporating (but not being limited to) both management and labour efficiency, quality, equipment, work methods, training, adequate standards of occupational health and safety, working conditions, environmental concerns, quality of working life issues and equity issues.



- 4.1.3 the measures provided for in this Agreement will be implemented through consultative mechanisms agreed to between the Company and the Consultative Committee.
- 4.1.4 Productivity and efficiency measures will not be implemented at the expense of health and safety standards, and safety standards will be improved.
- 4.1.5 a free flow of information occurs between the company and employees concerning all aspects of the work environment.
- 4.1.6 In the event of heat problems arising the OHS committee are the Appointed body to deal with these issues.

4.2 Improvement Program

The parties to this Agreement will work together to investigate and analyse the relevant issues, recommend solutions and implement and maintain the processes, equipment, methods and materials to improve Lettershop, print, distribution and Warehouse performance. To achieve this:-

- 4.2.1 Training in the techniques and tools of TQM will be undertaken to provide the basis for a structured approach to improvement and change.

4.3 Training

- 4.3.1 Concurrent with the improvement program this agreement provides for the establishment of a training program to introduce and review the skills and knowledge necessary to perform assigned tasks. Central to the training program will be the establishment of the requirements for employees to achieve Entry, Level 1, Level 2 and Team Leader skill levels.

- 4.3.2 Entry-level skills will prescribe the minimum requirements and necessary training and knowledge to perform assigned tasks.

Level 1 skills levels will prescribe the knowledge, training and performance to satisfactorily carry out assigned tasks, without supervision.

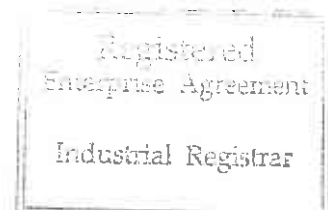
Level 2 skill levels will prescribe the knowledge, training and performance to satisfactorily carry out assigned tasks and additionally tasks requiring advanced skills without supervision.

Advanced skills will be recognised when the Company agrees that the performance or acquisition of such skills are relevant to and used in the workplace.

- 4.3.3 The parties agree to review the classifications structure over the life of the agreement. Referring to the National Printing Industry Training Council and other relevant industry employee and employer guidelines for appropriate classifications.

5. **Period of Operation**

- 5.1 This Agreement shall operate from April 2002 and will remain in force until 30 June 2003 or until replaced by a new agreement before or after the nominal expiry date.



5.2 This agreement is a transitional agreement to govern the terms and conditions of former employees of Moore Gallagher P/L who have been employed by HPA Australia Pty Ltd

5.3 This Agreement shall be certified in the New South Wales Industrial Relations Commission

6. Relationship to Parent Awards

6.1 This Agreement shall read in conjunction with the Graphic Arts Award 1996. In the event that there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail, ~~for~~ for staff members covered by the Graphic Arts Award.

6.2 This agreement shall read in conjunction with the Storeman and Packers General State Award. In the event that there is any inconsistency between the award and this agreement the terms of this agreement shall prevail. ~~For~~ For staff members covered by the Storeman and Packers General Award.

7. Increases to Wages

In recognition of the productivity and efficiency measures identified herein, the following increases shall apply for employees covered by this agreement from the first full period on or after certification.

7.1 Wage rates and adjustments 4% increase starting on the 1st May 2002 and a further 1% on 1st May 2003.

7.2 Afternoon Shift Allowance is 20%
Night Shift Allowance is 30%

8. Avoidance of Disputes

8.1 In the event of an employee having grievance, the employee in the first instance must take the matter up with their supervisor providing the supervisor with the opportunity to remedy the grievance.

8.2 If the matter remains unresolved, it shall be referred to the Union delegate, who shall consult the appropriate representative of the management.

8.3 If the matter remains unresolved, it shall be referred to the secretary of the Union (or his/her representative). This official shall discuss it with a senior representative of the company.

8.4 If the matter remains unresolved, it shall be submitted to the Australian Industrial Commission or the New South Wales Industrial Relations Commission for resolution.

8.5 While the above procedures are being followed work shall continue normally in accordance with this agreement.

8.6 No party shall be prejudiced as to final settlement by the continuance of work in accordance with this agreement.

8.7 The parties shall at all times confer in good faith and without undue delay.

8.8 During the discussions "the status quo" shall remain and work shall proceed without stoppage or the imposition of any ban, limitation or restriction.



"Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

9. Consultative Mechanisms

- 9.1 The parties agree that a precondition for the effective operation of this agreement is the establishment of an agreed consultative mechanism within the company. The consultative mechanism shall be established in accordance with the guidelines set out in Appendix 2 hereto.
- 9.2 Employee representatives shall participate in the consultative mechanisms established within the Company.
- 9.3 The General Manager of the Company and another company management representative shall have a standing invitation to participate in the consultative mechanism established within the Company.
- 9.4 To assist employees to participate effectively within the consultative mechanism, training as agreed between the Company and the employees will be provided as soon as practicable after the consultative mechanisms are established.

10. Hours of work

In recognition of the need to gain greater productivity and efficiencies in respect of working hours the parties agree to the following measures, aimed at providing increased flexibility for both the Company and the employees as to the arrangement of hours of work.

- 10.1 The ordinary hours of work prescribed for day workers shall be worked, except for meal breaks, between 6.30 am and 5.30 pm for starting times from 6 am by mutual agreement between the company and the employee concerned.
- 10.2 General conditions (See Appendix 3)

11. Occupational Health and Safety

The provision of the relevant Acts shall apply. No worker shall be required to carry out work that is not safe or work in an unsafe environment. The resultant changes to the Company's operations will be jointly monitored and evaluated.

12. No further Claims

The parties agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.

13. Renegotiation

The parties will commence in November 2002 with the intention of reaching a subsequent agreement covering all employees of HPA.

14. Warning Procedure for employee Performance and Conduct

- 14.1 Whilst the emphasis of this Agreement is on improved performance by the company and employees there will, from time to time, arise situations where an employee's performance is below accepted standards. This procedure outlines how this performance can be rectified.

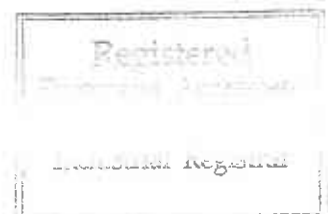
- 14.1.1 The counselling process is a means of advising an employee of a perceived deficiency in behaviour or attitude affecting work performance and attempts to identify means of correcting the problem. The disciplinary process set out below is intended to provide an example of existing procedures and is by no means definitive, but sets out a system of warnings.
- 14.1.2 The existence of a Company disciplinary procedure or a general adherence to those procedures does not impinge on the Company's right to summarily dismiss an employee in certain circumstances.
- 14.1.3 As a general rule, any discussions between an employee and management representative of the Company in regards to work performance should be formalised in writing, particularly when a warning is given to the employee.

14.2 Counselling

- 14.2.1 In the first instance, when the company's supervisor/ manager perceives a problem with work performance, the supervisor / manager may counsel the employee, ensuring that the employee is aware of the conduct or behaviour required and also aware of the consequences should the incorrect behaviour continue.
- 14.2.2 The Company's supervisor/manager should make a written report of the counselling either for his/her own records or for inclusion onto the employee's file.
- 14.2.3 The Company's supervisor/manager should assist, where possible, in identifying means for improvement and should monitor the improvements over a period not exceeding one month.

14.3 Discipline

- 14.3.1 **Verbal Warning**
Should the problem or performance continue after counselling, the Company's supervisor/manager should again approach the employee, this time more formally. The employee should be informed by the supervisor/manager that improvement is required and if the improvement is not forthcoming the employee is warned that they could be dismissed. The fact that a verbal warning has been issued should be recorded in the employee's file, or noted, and performance monitored.
- 14.3.2 **First Written Warning**
In the event the employee's behaviour does not improve after the verbal warning, Company's supervisor / manager should issue a written warning, detailing the problem and the required improvement, stating what previous steps had been taken. The written warning should be signed by those present, with a copy to each of the employee, the supervisor/manager and the employee's file.
- 14.3.3 **Second and final written warning**
In the event the employee's behaviour fails to improve after the first written warning, the Company's supervisor/manager will issue a second and final written warning, detailing the problem and the



required improvement, stating what previous steps had been taken. It will clearly state that this is the final written warning. After the expiration of 12 months the last written warning will no longer count but the verbal and first written warning will remain in force.

Should the employees behaviour not improve, dismissal proceedings will be implemented.

During any of the above steps an employee may elect to have a Union delegate or other representative present. At all stages throughout the above procedure, employees should sign an acknowledgment of written reports and be provided with a copy.

15. Motor vehicle policy

Each employee with a company motor vehicle or who may have access to a company motor vehicle is required to comply with the Company motor vehicle policy.

16. Company Policies, Procedures and Guidelines

Each employee will abide by the Company policies, procedures and guidelines as detailed in the employment contract. These may be subject to change from time to time and will be communicated to all employees.

17. Superannuation

17.1 Definitions

17.1.1 "Approved Funds" shall mean Print/CBA Super Options CBA Retirement and LUCRF Savings Account

17.1.2 "Eligible employee" shall mean a weekly or casual employee who is employed to work to the terms of this agreement and who has been employed for four calendar weeks. In the case of a casual employee ordinary hours of service need not be continuous. All hours of service accumulated by a casual employee shall be included in their calculation of ordinary hours of service towards the attainment of the qualifying period.

17.1.3 "Ordinary Time Earnings" shall mean:

- (a) In the case of a weekly employee, his/her classification's weekly rate of pay for ordinary hours of labour; or
- (b) In the case of a casual employee, earnings for his/her classification during ordinary working hours including casual loading for staff members aligned with the Graphic Arts Award and 15% casual loading for staff members aligned with the Storeman and Packers Award.
- (c) A classification's rate shall include the rate per week and allowances related to work and conditions.

17.2 Contributions

17.2.1 The Company shall pay to the trustee of the approved fund, in respect of each eligible employee, an amount equal to 9% (increased in accordance with legislation) of the employee's ordinary time earnings.



- 17.2.2 when an employee becomes an eligible employee by having completed the required qualifying period of employment, the Company shall pay contributions for the qualifying period.
- 17.2.4 The Company may make a pro-rata deduction for the weekly contribution for each hour that an employee is absent from work without pay.
- 17.2.5 The Company shall remit to the trustee of the approved fund, all payments due in respect of eligible employees, immediately at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the Company and the trustee.

18. Casual and Contract Labour

Casual employee may be employed for continuous periods of up to two months at the appropriate rate of pay at entry level. Thereafter, or when they are competent, the casuals that are performing functions at level 1,2,3 will be paid according to those levels.

Regular part-time or full time casual labour hire employees (as defined in the Graphic Arts Award) will after a period of 16 weeks is made permanent part-time or full-time HPA employees unless it is understood between the parties that the employee is to be engaged for a specific period of time.

The Entry level rate will be \$12.48 per hour (plus appropriate loading as per award).

19 Union picnic day

The parties agree that it is not practicable to close operations for the Union picnic day. It has been agreed that employees covered by this agreement may select a day to take in lieu of the picnic day, on a day to be agreed between the employee and his/her supervisor. No more than one person per shift shall be absent on any single day.

20. Redundancy

20.1 In addition to the period of notice required to be given under the Award in relation to termination of employment, the following severance payment will be paid in relation to redundancy of any employee, replacing the severance payment under the award:

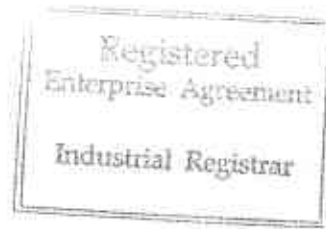
<u>Years of service</u>	<u>Years of service entitlement</u>
Less than one year	3 weeks pay
2 years	7 weeks pay
3 years	10.75 weeks pay
4 years	14.5 weeks pay
5 years	18.25 weeks pay
6 years	22 weeks pay
7 years	25 weeks pay
8 years	28 weeks pay
9 years	31 weeks pay
10 years	34 weeks pay
11 years	37 weeks pay
12 years and over	40 weeks pay



After the first year redundancy will be calculated pro rata for part years.

21. Long Service Leave

The Long Service Leave Entitlements under State legislation will apply to all permanent employees.



APPENDIX 1
CONSULTATIVE MECHANISM GUIDELINES

1. The parties are committed to ensuring that the intentions of their Certified Agreement are realised. It is accepted that improved communications at the workplace can make significant contributions to these objectives.
2. It is agreed by the parties that a precondition for the effective operation of this Certified Agreement is the establishment of agreed consultative mechanisms within the company.
3.
 - (a) A consultative committee may be established where more than 15 Employees are employed by the company and the company and its employees have consented to its establishment.
 - (b) Where no consultative committee is established in accordance with 3(a) appropriate consultative mechanisms are to be established by agreement of the parties.
4. Where a consultative committee is established in accordance with this clause, the role of the consultative committee will be:
 - (a) to monitor the implementation and on-going operation of this Certified Agreement
 - (b) To develop and monitor the key productivity improvements provided for in this Certified Agreement and to measure the effectiveness of those initiatives and to monitor the implementation of the training measures provided in this Work Place Agreement the purpose of which will be to advance the concept of continuous workplace training and skills enhancement.
5. Where a consultative committee is established it shall consist of equal numbers of employer and employee representatives, however, the employer may opt to appoint a lesser number of company representatives. The employees of the Company shall elect their representatives to the consultative committee at a meeting convened by the Company. The Committee shall meet as required but not less than a bi-monthly basis with additional meetings being convened at the request of either of the parties. A quorum for a meeting shall be half plus one members, at least half of who must be employee representatives. The agenda and any relevant information relating to agenda items shall be provided to members of the committee at least two (2) days prior to the committee meeting. The committee shall reach decisions by consensus.
6. Employee representatives on the Committee shall have adequate time and access to their membership during working hours to prepare for committee meetings and to report back from meetings.
7. The Committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern to the committee.



APPENDIX 2
CONDUCT AND CONFIDENTIALITY POLICY

It is the policy of this company that other than in the proper course of their duties employees will:

- (a) Not divulge to any person whatsoever any information concerning the affairs of the Company which is not in the public domain.
- (b) Use their best endeavours to prevent the publication or disclosure of any information relating to the affairs of the Company, as described in (a) above.
- (c) Not be involved in any misconduct or neglect to give their attention to the conduct of the business of the company during ordinary business hours.
- (d) Be aware that annual leave is required to be approved before it is taken and that annual leave is not automatically a substitute for other forms of leave once these have been exhausted.
- (e) Not steal or wilfully damage the property of the Company
- (f) Not have any absence without leave except in the case of illness or accident.
- (g) Not disobey or neglect any lawful orders or directions of the Company.
- (h) Not be under the influence of alcohol. The consumption of alcohol, without prior management approval on company premises is prohibited.
- (i) Not use or be under the influence of any illegal substances.
- (j) Not directly or indirectly carry on or have an interest in any other business the nature of the business of the company or any significant component of it without the written permission of the Company. Such permission will not be unreasonably withheld.

I understand and agree that any break of the above policy may then lead to an immediate termination of employment without any notice or payment in lieu of notice.



**APPENDIX 3
GENERAL CONDITIONS**

Tea Money: \$10.00

HOURS OF WORK

Lettershop and Print

Day shift 7.00 am to 3.30pm Monday to Thursday
7.00 am to 1.00pm Friday (No lunch break)

Afternoon shift 3.15pm to 11.45 pm Monday to Thursday
1.00 pm to 7.00pm Friday (No lunch break)

Warehouse and Distribution

Day Shift 7.00am to 3.30pm Monday to Friday
38 hours with 1 RDO per month (12 RDOs per year)

Overtime As required to satisfy business demands

Tea Break 20 minutes paid

Meal Break 30 minutes unpaid

Rostered days off

1. Pre-determined 1-3 months in advance. Rostered days cannot be changed.
2. Each person will be allocated a starting day of the working week then each month thereafter will move up each day of the working week.
3. When a RDO falls on a Public Holiday that person/s rostered day off will be rostered for the next working day.
4. **No banking of RDOs permitted.**
5. If a worker works on their RDO they will receive the equivalent of overtime rates for that day (this is not in addition to normal pay for the day)
6. If a worker was on Annual leave when their RDO falls due, an additional day will be granted at the end of their Annual leave period.
7. If an employee transfers permanently to another department the RDO provisions will apply as per new department.



SIGNATORY PAGE

**For and on behalf of
Hermes Precisa Pty Ltd**

Yvonne Highland
Signature

Date

Group Manager Human Resources
Position

Yvonne Highland
Name (Print)

**For and on behalf of
NUW**

D Belan
Signature

26-3-2007
Date

BRANCH SECRETARY
~~DERRICK BELAN~~
Position

DERRICK BELAN
Name (Print)

**For and on behalf of
AFMEUPKIU**

A Perkin
Signature

7/2/03
Date

Secretary
Position

AMANDA PERKIN
Name (Print)



**ADDENDUM TO
HPA ALEXANDRIA WAREHOUSE PTY LTD CERTIFIED AGREEMENT
NO: IRC 2311**

This addendum should be read in conjunction with the above agreement and is agreed by all parties signed below as at the 12 May 2003.

Increases to Wages

Wages shall be increased by the specified percentages on each employees base hourly rate as they stand at the 1st May 2002 and 1st May 2003.

Hours of Work – appendix 3

All employees in the Lettershop and Print area, on either shift, work a 38hr standard week with a shorter day on Fridays as detailed in appendix 3
GENERAL CONDITIONS.

Signed



Yvonne Highland Group Manager Human Resources For HPA Pty Ltd

Mark West Organiser For AMWU Printing Division

Alisha Hughes Industrial Officer For National Union of Workers

