

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/216

TITLE: **E.L. Blue Pty Limited Banksmeadow Site Enterprise Agreement 2005**

I.R.C. NO: IRC5/3839

DATE APPROVED/COMMENCEMENT: 25 July 2005 / 25 July 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 26 August 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by E.L. Blue Pty Limited, working at the Distribution Centre of Appaloosa Holdings Pty Ltd located at 2-8 McPherson Street, Banksmeadow, New South Wales, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: E L Blue Pty Limited -&- the National Union of Workers, New South Wales Branch

THE E.L BLUE PTY LIMITED BANKSMEADOW SITE ENTERPRISE AGREEMENT 2005

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1. Title

This agreement will be called The E.L Blue Pty Limited Banksmeadow Site Enterprise Agreement 2005 (hereinafter called the "Agreement").

2. Parties

The parties to this Agreement are:

E.L Blue Pty Limited (ABN 80 085 526 406) (hereinafter called "E.L Blue"); and

The National Union of Workers, NSW Branch (hereinafter called the "NUW").

3. Application and Period of Operation

- (i) This Agreement will apply to all employees of E.L Blue working at the Distribution Centre ("DC") of Appaloosa Holdings Pty Ltd (hereinafter called "Appaloosa") located at B3, 2-8 McPherson Street, Banksmeadow New South Wales, whose employment is covered by the Storemen & Packers, General (Sate) Award (hereinafter called the "Parent Award").

- (ii) The nominal term of this Agreement will commence on the date of its approval by the Industrial Relations Commission of NSW (hereinafter called the "Commission") and continue for a period of 24 months after that date or when terminated by agreement between the parties, whichever occurs first.

4. Relationship to Parent Award

This Agreement will be read in conjunction with the Parent Award, provided that in the event of inconsistency between this Agreement and the Parent Award, this Agreement will prevail to the extent of the inconsistency. The terms and conditions of employment will, except as herein provided, be no less than those set out in the Parent Award, including clause 5, Dispute Procedure of the Parent Award.

5. No Extra Claims

Subject to clause 27, up to the nominal expiry of this Agreement, the parties covered by this Agreement will not pursue any extra claims relating to wages or changes to conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not.

6. Business and Employee Goals

- (i) E.L Blue's business goal is to assist Appaloosa in turning around the financial performance of the business by providing Appaloosa's customers with the highest quality office products at the lowest possible prices.
- (ii) To assist in achieving this outcome, E.L Blue is careful to select the best people available to work in its operations, to create a safe work environment that fosters teamwork and co-operation amongst employees at all levels.
- (iii) In E.L Blue's experience, this environment will facilitate a high degree of job satisfaction for all employees, high productivity and the ongoing investment of funds in the business that will result in real benefits for employees and customers alike.
- (iv) Employees working in E.L Blue operations work flexibly, perform a full range of tasks, limited only by their skills, knowledge, training and capability.
- (v) E.L Blue works to create an environment of respect, equity and co-operation. All employees are treated with respect and in accordance with E.L Blue policies. All employees are expected to support this environment of respect, equity and co-operation.

7. Employment Arrangements

- (i) An employee will be employed on either a permanent or casual basis in one of the classifications set out in Schedule 1, Classifications.
- (ii) A permanent employee may be engaged on either full-time or part-time basis. A part-time employee will receive all the entitlements of a full-time employee working in the same classification on a pro rata basis.
- (iii) An employee who was employed by Appaloosa immediately prior to commencing employment with E.L Blue will have his or her service with Appaloosa recognised as service with E.L Blue. Further, such an employee will not be required to serve a probationary period with E.L Blue.
- (iv) Employees will be based at Appaloosa's DC and will be required to work in any section of the DC as directed by the DC Manager.
- (v) An employee will report to the E.L Blue Operations Manager for all employee relations matters including, but not limited to pay, discipline and final dispute resolution.
- (vi) An employee will report to the Manager in charge of their section for all day-to-day matters associated with the running of the DC.

8. Probationary Period

- (i) An employee will initially be employed on a probationary period of three months. During the probationary period, the employee's work performance and conduct will be monitored. Prior to the completion of the probationary period, E.L Blue will decide on the employee's suitability to continue employment. During the probationary period, E.L Blue may terminate the employee's employment for any reason whatsoever by giving one weeks' notice or payment in lieu thereof. Employment may be terminated by part notice and part payment in lieu.
- (ii) An employee is required to give E.L. Blue one weeks' notice in writing of resignation during the probationary period. During this one week notice period, E.L Blue may terminate the employee at any time and pay the employee the balance of the one week's pay.

9. Hours of Work

- (i) Employees will work up to 152 ordinary hours in a consecutive four week period unless determined by mutual agreement. An employee's ordinary hours of work may be rostered on Monday to Friday.
- (ii) All work performed in excess of:
 - 7.6 ordinary hours on any one day;
 - 38 ordinary hours in one week Monday to Friday;
 - 152 ordinary hours in a four week period

will be paid at time and half of the ordinary hours rate for the first two hours and then double time thereafter.

- (iii) All ordinary hours worked between between 6.30 a.m. and 6.00 p.m., Monday to Friday will be paid at the hourly rate as outlined in Schedule 2, Remuneration.
- (iv) A shift which finishes between between 6.00 p.m. and 12.00 a.m (midnight) Monday to Friday will be paid at the relevant hourly rate as outlined in Schedule 2 Remuneration Schedule plus 15%.
- (v) A shift which finishes between 12.00 a.m. and 8.00 a.m., Monday to Friday will be paid at the hourly rate outlined in Schedule 2 Remuneration Schedule plus 30%.
- (vi) All hours worked on a Saturday will be paid at time and half of the ordinary hourly rate for the first two hours then double time thereafter.
- (vii) All hours worked on a Sunday will be paid at double time of the ordinary hourly rate.
- (viii) All hours worked on a Public Holiday will be paid at double time and a half the ordinary hourly rate.
- (ix) All hours worked on Christmas Day or Good Friday will be paid at treble the ordinary hourly rate.
- (x) Penalty and Overtime rates payable are not cumulative.

10. Work Breaks

- (i) Work breaks will be taken as directed by the DC Manager, and will be timed to ensure business requirements are met.
- (ii) Work breaks will be:

Shifts of up to 5 hours duration	1 x 15 minute paid break.
Shifts of more than 5 hours duration	1 x 15 minute paid break plus 1 x 30 minute unpaid break.

11. Wages

- (i) A permanent employee will be paid the hourly rate for his or her classification as detailed in Schedule 2, Remuneration.
- (ii) All allowances with the exception of first aid allowance, meal allowance and relieving team leader allowance are included in the relevant hourly rate as outlined in Schedule 2, Remuneration.
- (iii) Wages, net of income tax and any agreed deductions, will be paid in weekly instalments by direct credit to an employee's nominated bank account on or by Wednesday of each week.

12. Responsibilities and Duties

An employee will be required to:

Perform all duties contained in the relevant classification set out in Schedule 1, Classifications, together with other duties and responsibilities as may from time to time be reasonably assigned and communicated to the employee by the DC Manager;

Serve E.L Blue and use all endeavours to promote and protect E.L Blue's interest to the best of their ability with honesty and integrity at all times;

Not undertake any private trading or other employment that could result in a conflict of interest between the employee and E.L Blue or which could affect the employee's availability and capacity for normal work.

13. Superannuation

E.L Blue will make contributions on behalf of the employees to an approved superannuation fund in accordance with the requirements of the Superannuation Guarantee Legislation.

14. Personal Presentation

An employee is required to comply with the standards of dress, personal hygiene and grooming appropriate to the employee's role. Where E.L Blue supplies clothing to an employee, it must be worn by the employee only for work and the employee will be responsible for its laundry and presentation at all times to the standards expected.

15. Public Holidays

An employee, other than a casual, will be entitled to public holidays as gazetted in NSW without loss of pay. In addition to the gazetted public holidays, an employee, other than a casual, will be granted a day's leave on his or her birthday, which will be treated as a public holiday. Where an employee's birthday falls on a gazetted public holiday or weekend, the employee may choose any other day in that calendar year in lieu.

16. Annual Leave

- (i) An employee, other than a casual, will be entitled to 4 weeks' paid annual leave per annum.
- (ii) During a period of annual leave, an employee will receive a loading of 17.5% on the wage paid for the period of such annual leave.
- (iii) Annual leave may be accrued to a maximum of 6 weeks by agreement between E.L Blue and an employee.

- (iv) An employee will not be granted any paid annual leave during his or her probationary period, although leave will accrue during this period.
- (v) For operational reasons, E.L Blue requires that the employee will not take annual leave unless it is approved.
- (vi) An employee must request annual leave at least 4 weeks prior to the first day of the leave unless a shorter period is agreed by E.L Blue, and the employee.

17. Sick Leave and Carer's Leave

- (i) For an employee other than a casual, the employee's wages will continue to be paid when the employee is absent due to genuine illness or injury, for a maximum of 1 week (5 days) in their first year of service and two weeks (10 days) in each subsequent year of service. Untaken leave accumulates from year to year.
- (ii) For an employee other than a casual, a maximum of 5 days of the employee's paid sick leave entitlement may be taken each year to care for the employee's partner or dependants, where such care is necessary and the employee is responsible for the care of the other person.
- (iii) No sick leave or carer's leave will be paid until an employee has completed their probationary period.
- (iv) Medical certificates (for the employee or the person for whom they are caring) will be required where:

the absence is of two successive days or more; or

the Employee has already had two single day absences in a year.
- (v) An employee is required to notify their E.L Blue Operations Manager when the employee is absent on sick or carer's leave before the start of their rostered shift and shall state the nature of the illness or injury and the estimated duration of their absence.

18. Bereavement Leave

For an employee a maximum of three (3) days paid leave will be granted (on production of satisfactory evidence) on each occasion of the death in Australia of the employee's spouse, parent, sister, brother, child, step-child, grandparent, grandchild or parent-in-law. "Spouse" includes de-facto spouse and same gender partner. "Parent" includes foster parent and step-parent.

19. Long Service Leave

Long service leave will be granted in accordance with the *Long Service Leave Act 1955* (NSW).

20. Parental Leave

Unpaid parental leave will be granted in accordance with the provisions of the *Industrial Relations Act 1996* (NSW).

21. Jury Service Leave

- (i) If an employee, other than a casual, is called for jury service, the employee must notify E.L Blue as soon as possible. Where it is not possible for the employee to be excused from such service, E.L Blue will pay the difference between the employee's wages for the period of the jury service and the amounts received by the employee in respect of jury service.
- (ii) An employee must return to work as soon as practicable on any day that the employee is excused from serving on the jury.

- (iii) An employee will provide E.L Blue with proof of attendance, duration of such attendance and any amount received by the employee in respect of such jury service.

22. Medical Examinations

- (i) An employee may be required to submit to a medical examination by a medical practitioner nominated by E.L Blue upon being requested to do so. The medical examination will be related to aspects of the employee's health relevant to their employment. The employee will be required to provide written authority to the nominated medical practitioner authorising them to provide a confidential report about the results of the medical examination and discuss these results with E.L Blue management.
- (ii) This clause does not change an employee's right to nominate their own treating doctor if they are injured at work.

23. Anti-Discrimination

- (i) 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* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) 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 fulfilment 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.
- (iii) Under the *Anti-Discrimination Act 1977* (NSW), 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specially 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* (NSW);
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (A) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (B) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

24. Termination of Employment

- (i) An employee or E.L Blue are required to give notice of termination of employment, or E.L Blue may pay the employee in lieu of notice, according to the following:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

Where an employee is over 45 years of age, and has greater than two years service, an additional week's notice of termination will be provided by E.L Blue, or payment made in lieu thereof.

- (ii) E. L Blue may terminate an employee without giving the employee any notice for reasons of serious misconduct or serious neglect of the employee's duties
- (iii) If an employee fails to give the required period of notice, E.L Blue may withhold an amount from any payment due to the employee that is equal to the pay the employee would have received for the balance of the notice period.
- (iv) On termination of employment, an employee will leave all E.L Blue and Appaloosa property with the DC Manager including books, records, keys, key-cards, correspondence, papers and any other documents, software, disks and magnetic media belonging to, concerning or containing reference to E.L Blue's business and that of its clients, and any material accumulated during the employee's employment other than that which is owned by the employee.

25. Redundancy

- (i) An employee's position is redundant if E.L Blue no longer wants the employee's job to be performed by anyone. A position is not redundant if it ceases to be performed due to ordinary and customary turnover of labour.
- (ii) In the event of redundancy, E.L Blue will firstly make all reasonable efforts to place the employee in another suitable position within E.L Blue's operations or with another employer. Where E.L Blue obtains acceptable alternative employment for the employee, then the provisions of this clause will not apply.
- (iii) Where acceptable alternative employment is not able to be provided, E.L Blue will provide, in addition to notice periods outlined in clause 21, Termination of Employment, a severance payment according to the following schedule:
- (iv) If the employee is under 45 years of age, E.L Blue shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

Where the employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
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Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (v) If the employee's employment is to be terminated on the grounds of redundancy, the employee may terminate employment during the period of notice. In these circumstances, the employee will be entitled to the same benefits and payments under this clause as if they had remained with E.L Blue until the expiry of the notice period except that, the unworked portion of the notice period will not be paid.
- (vi) During the notice period, E.L Blue will provide the following forms of assistance:
- paid leave of up to 2 days for the employee to attend job interviews, provided satisfactory evidence is provided if required by E.L Blue;
 - training in preparation for job seeking and interviews;
 - financial planning advice;
 - support counselling for the employee; and
 - contact with other employers and employment groups.

26. Dispute Procedure

- (i) Any dispute arising out of employment shall be referred by the NUW delegate or an individual employee to the E.L Blue representative appointed for this purpose.
- (ii) Failing settlement at this level between E.L Blue and the NUW delegate on the job, the NUW delegate shall refer the dispute within 24 hours to the NUW organiser who will take the matter up with E.L Blue.

All efforts shall be made by E.L Blue and the NUW organiser to settle the matter but, failing settlement, the NUW organiser shall refer the dispute to the NUW secretary and the NUW secretary shall take the matter up with E.L Blue.

- (iii) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (iv) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

27. Leave Reserved

The NUW may apply during the life of this Agreement in respect of rates of pay for casual employees.

SCHEDULE 1

CLASSIFICATION

A. WAREHOUSE OPERATOR

The Warehouse Operator reports to the Distribution Centre Manager. During absence, the Stand-in for the Warehouse Operator is organised by the DC Manager.

In the absence of the DC Manager the Warehouse Operator reports to the Stand-in.

Objectives

1. Give the required level of service to all stores within the region by ensuring a smooth running operation, high productivity, minimum costs and controlled inventory losses.
2. Help develop a team spirit in the warehouse that leads to an atmosphere of professionalism, pride, loyalty, and above all, ownership.
3. Operate the mechanical handling equipment in a safe and efficient manner, reporting any faults to the DC Manager in charge, and ensure the trucks and forklifts are put back on charge safely at the end of the shift.
4. Maintain the highest standard of cleanliness and safety.
5. Use initiative to control, manage and continually improve the quality of work in the areas of responsibility.
6. Be a constructive team member in the Warehouse.

Responsibilities

1. Handle products correctly and safely to avoid personal injury to themselves and others.
2. Help maintain a clean, hygienic and pest free Distribution Centre.
3. Minimise stock losses caused by damage.
4. Maintain a vigilant approach to internal and external theft.
5. Undertake stocktaking as directed by the DC Manager.
6. Communicate to the DC Manager all incidents, damage, operational problems or suggestions.
7. Ensure all controls, policies and procedures (e.g. OH&S, Product Recall, Due Diligence, Handling of Payments etc) are followed.
8. Ensure all current legislative and E.L Blue or Appaloosa internal requirements and responsibilities are adhered to at all times and maintain adequate records.
9. Perform any special tasks as specified by the DC Manager.

10. Goods in

- 10.1 Receive goods as per the Goods-in procedures and Appaloosa Quality Assurance Policies.
- 10.2 unload delivery vehicles as directed by the DC Manager.
- 10.3 Assist the DC Manager by checking quantities and quality of the incoming goods.
- 10.4 Assist the DC Manager in handling returnable pallets and other reusables.
- 10.5 Remove goods from the reception ramp to the designated areas ensuring the right turnover of stock.
- 10.6 Count goods on a daily basis as instructed by the DC Manager.

11. Selection

- 11.1 Ensure accuracy when picking store orders.

- 11.2 Pick products and load pallets carefully ensuring there is no overhang on the pallet and that heavy products are stacked on the bottom with lighter products on the top.
- 11.3 Complete paperwork and mark all pallets accurately. Initial and write correct number of pallets onto the pick-list.
- 11.4 Advise the DC Manager of any faults or damage to goods in their section.
- 11.5 Check off the correct product and quantities from a picked order against a store's order form.

12. Despatch

- 12.1 Pack orders as directed by the DC Manager.
- 12.2 Load delivery vehicles as directed by the DC Manager.

B. TEAM LEADER

The Team Leader reports to the Distribution Centre Manager. During absence, the Stand-in for the Team Leader is organised by the DC Manager.

In the absence of the DC Manager the Warehouse Team Leader reports to the Stand-in.

In cases where the Team Leader and the DC Manager cannot agree on a problem or a disciplinary procedure, the Appaloosa Chief Operating Officer will make the decision.

Objectives

1. Give the required level of service to all stores within the region by developing, leading and training a team of Warehouse Operators to ensure a smooth running operation, high productivity, minimum costs and controlled inventory losses.
2. Develop a team spirit in the warehouse that leads to an atmosphere of professionalism, pride, loyalty, and above all, ownership.
3. Operate the mechanical handling equipment in a safe and efficient manner, reporting any faults to the DC Manager in charge, and ensure the trucks and forklifts are put back on charge safely at the end of the shift.
4. Maintain the highest standard of cleanliness and safety.
5. Use initiative to control, manage and continually improve the quality of work in the areas of responsibility.
6. Be a constructive team leader as well as team member in the Warehouse.

Responsibilities

1. Develop, train and lead a team of Warehouse Operators to perform all warehouse duties according to the requirements.
2. Handle products correctly and safely to avoid personal injury to themselves and others.
3. Help maintain a clean, hygienic and pest free Distribution Centre.
4. Minimise stock losses caused by damage.
5. Maintain a vigilant approach to internal and external theft.

6. Undertake stocktaking as directed by the DC Manager.
7. Communicate to the DC Manager all incidents, damage, operational problems or suggestions.
8. Ensure all controls, policies and procedures (e.g. OH&S, Product Recall, Due Diligence, Handling of Payments etc) are followed.
9. Ensure all current legislative and E.L Blue or Appaloosa internal requirements and responsibilities are adhered to at all times and maintain adequate records.
10. Perform any special tasks as specified by the DC Manager.

11. Goods in

- 11.1 Receive goods as per the Goods-in procedures and Appaloosa Quality Assurance Policies.
- 11.2 unload delivery vehicles as directed by the DC Manager.
- 11.3 Assist the DC Manager by checking quantities and quality of the incoming goods.
- 11.4 Assist the DC Manager in handling returnable pallets and other reusables.
- 11.5 Remove goods from the reception ramp to the designated areas ensuring the right turnover of stock.
- 11.6 Count goods on a daily basis as instructed by the DC Manager.

12. Selection

- 12.1 Ensure accuracy when picking store orders.
- 12.2 Pick products and load pallets carefully ensuring there is no overhang on the pallet and that heavy products are stacked on the bottom with lighter products on the top.
- 12.3 Complete paperwork and mark all pallets accurately. Initial and write correct number of pallets onto the pick-list.
- 12.4 Advise the DC Manager of any faults or damage to goods in their section.
- 12.5 Check off the correct product and quantities from a picked order against a store's order form.

13. Despatch

- 13.1 Pack orders as directed by the DC Manager.
- 13.2 Load delivery vehicles as directed by the DC Manager.

SCHEDULE 2

REMUNERATION

Description	Rate
Permanent warehouse operator (up to one year of service)	\$15.15 per hour
Permanent warehouse operator (more than one year of service)	\$15.60 per hour
Permanent team leader	\$16.20 per hour

Relieving team leader allowance	\$8.50 per day
Meal allowance for overtime of more than three hours in one day	\$9.65
First aid allowance	\$1.95 per day

On the 12-month anniversary of this Agreement's approval, the permanent rates of pay set out in the table above will be increased by:

3%; and

a further 1% provided that the average number of units despatched per hour of labour is increased by 20% or more for the two months prior to the 12-month anniversary compared to the January to March 2005 period.

SIGNATURES

Signed for and on behalf of E.L Blue Pty Limited (ABN 80 085 526 406) by its authorised representative

in the presence of:

Witness' signature

Name of Witness (print)

DATE: _____

Signed for and on behalf of the National Union of Workers, NSW Branch

by its authorised representative

in the presence of:

Witness' signature

Name of Witness (print)

DATE: _____