

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/297

TITLE: Corporate Express Australia Limited Enterprise Partnership Agreement (Warehouse Staff Rosebery) April 2005 - March 2007

I.R.C. NO: IRC5/4176

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NEW AGREEMENT OR VARIATION: Replaces EA03/162.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all warehouse employees employed by Corporate Express Australia Limited located at 67-77 Epsom Road, Rosebery NSW 2018, who are engaged within the suburb of Rosebery as defined in clause 1.3 of this agreement, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Corporate Express Australia Limited -&- the National Union of Workers, New South Wales Branch

CORPORATE EXPRESS AUSTRALIA LIMITED ENTERPRISE PARTNERSHIP AGREEMENT

WAREHOUSE STAFF ROSEBERY

APRIL 2005 - MARCH 2007

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1 GENERAL

1.1 PARTIES

The parties of this agreement are:

- Corporate Express Australia Limited CAN 000 728 398 (“CEAL”)
- National Union of Workers, New South Wales Branch (“Union”)(“NUW”)

This agreement shall apply to all warehouse employees employed within the suburb of Rosebery as defined in clause 1.3.

In the event of CEAL obtaining or opening new warehousing or distribution facilities within the city of Sydney, those employees will be given the option of their site being covered by this agreement after consultation with the Rosebery NUW Delegates and Warehouse Management.

1.2 TERM OF THIS AGREEMENT

This agreement will commence on the 1st of April 2005 and continue until the 31st of March 2007.

The parties may agree to extend operation of this Agreement for an additional year. Negotiations to do so, and the amount of any wage increase, shall be discussed at least 3 months prior to the expiration of this Agreement.

1.3 DEFINITIONS

In this agreement unless the context otherwise requires:

“Acquired Company” means any company acquired by CEAL.

“Award” means the Storeman and Packers General (State) Award as it stood on June 1st 2005.

“Casual Employee” means an employee of CEAL or a labour hire agency, who is employed on an hourly basis, as the case may be, from period to period, with no continuing expectation of employment.

“JCC” means the Committee referred to in clause 11.

“Distribution Centre” means any warehouse or distribution facility located within the suburb of Rosebery, New South Wales.

“Employees” means employees of CEAL who are members of or are eligible to be members of the Union and are covered by the Storeman and Packers General (State) Award, including all such existing and future employees, and employees sourced externally through a labour hire agency.

“Ordinary Pay” means the ordinary time rate of pay for an employee’s normal hours of work, all amounts payable to the employees in respect of those hours (eg: Shift allowance, first aid allowance) and all amounts

payable under an employee's contract of employment, but does not include overtime and other allowances referable to overtime.

"Probationary Employee" means a new employee whose continued employment is subject to a probationary period.

"Standard Hourly Rate" means the applicable rate specified in Appendix C (according to the relevant classification or grade of the Employee), as increased in accordance with Clause 5.

"Union Delegate" means an employee who has been appointed by the majority of employees who are Union members as their representative(s) in Union related matters.

"Union Meeting" is the organised collective gathering of employees of CEAL who are members of the Union and/or invited guests of the members.

"Area" means a job or function within a Department such as Picking, Credits, Put Away and Country Despatch.

"Department" means each of the following functional areas of the Distribution Centre: Goods Inwards, Order Processing, Despatch, Operations and Inventory.

1.4 INTERPRETATION

In this Agreement:

- a) Clause headings are for convenience only and do not affect interpretation;
- b) Words importing the singular include the plural and vice versa; and
- c) Words importing gender include other genders.

1.5 NO FURTHER CLAIMS

During the term of this Agreement, neither the Union, the Employees or CEAL shall make any further claim in relation to the conditions of employment, unless such claim is:

- a) Ratified by the NSW Industrial Relations Commission and/or
- b) Agreed to by all parties.

1.6 WHOLE AGREEMENT

This Agreement shall be read in and interpreted wholly in conjunction with the Storeman and Packers General (State) Award, provided that if a matter is dealt with by this Agreement and the Award, this Agreement shall prevail, not the Award.

2 WORK HOURS & SHIFTS

2.1 CREWING ARRANGEMENTS

Crewing arrangements will be determined by the company and in accordance with this agreement, on the basis of workload. Employees will be required to perform any range of duties for which they are capable of doing, and are safe, legal and logical for which they have been trained.

2.2 CASUAL EMPLOYEE WORK REQUIREMENTS

In the case of Casual Employees, work hours and days will be specified by CEAL from time to time, having regard to work requirements.

2.3 WORK HOURS, SHIFT ALLOWANCES

The ordinary working hours exclusive of Meal times shall be 37.5 hours per week Monday to Friday that is 7.5 hours per day, worked as follows:

- a) The hours to be worked will be between the span of hours 6am to 6pm;
- b) Unless otherwise agreed by the parties, once having been fixed, the time for commencing and finishing work shall not be altered without at least 14 days notice to the employees concerned. CEAL management will initially seek volunteers prior to giving notice under this clause.
- c) An employee undergoing rehabilitation, with respect to a Workers Compensation claim, may have their hours of employment altered with 48 hours notice if the alteration supports their return to work program (refer to Appendix E for Return to Work Charter). The employee will not be penalised financially if their working hours are altered. Personal and family issues will be taken into context throughout this process.
- d) A day worker, that is, an employee who works his or her ordinary hours between 6am to 6pm, Monday to Friday, will not be entitled to an additional shift allowance. A shift worker may be assigned hours outside standard day hours, but will be paid the appropriate shift allowance as specified below, on the basis of when a shift starts or finishes, as the case may be:

Shift Description	Shift Allowance
Early Morning Shift (starts between 4am and 6am)	12.5% of Standard Hourly rate
Day Shift	Nil
Afternoon Shift (finishes between 6pm and midnight)	15% of Standard Hourly rate
Evening Shift (finishes between 12 midnight and 8am)	30% of Standard Hourly rate

2.4 MEAL ALLOWANCE

On every day that an Employee works 1.5 hours or more of Overtime, the employee will be entitled to a meal allowance at the rate specified in the Award.

2.5 SHIFT BREAKS

During each shift, each employee will be entitled to the following work breaks, to be taken at the times advised by CEAL from time to time, provided that no employee will be required to work more than four hours without taking a work break (10 minutes paid break):

Tea Break: 2 x 10minute paid breaks
Meal Break: 1 x 30minute unpaid break

Each Employee will be entitled to a 10 minute paid rest break before each 1.5 hours of Overtime worked provided that the employee is required to work after completion of the rest break. If the Overtime period of 1.5 hours is not completed the Employee will not be paid for the 10 minute rest break.

3 OVERTIME

An employee on rehabilitation or suitable duties may only work overtime if they are not restricted in their hours of work and overtime is required to complete the work covered by suitable duties.

If an employee's normal job is not part of their restricted duties, the employee may not work overtime in their normal job.

When overtime is available in a particular area, a roster system shall be used to ensure that all employees of that area are given the chance to partake in overtime. If the numbers required for overtime are not achieved in that area, then it shall be rostered through the remaining areas of the distribution centre amongst those employees skilled in the relevant area.

When overtime is available in a non-specific function, such as, but not limited to: stocktake, reconfiguration of the warehouse etc, such overtime shall be rostered through all distribution centre employees with the required skills.

Employees shall be asked no later than 1 hour before completion of their shift as to whether they wish to participate in overtime.

3.1 OVERTIME PAYMENT

All work done before the starting time and/or after the finishing time fixed in accordance with Clause 2.3 of the Agreement, Monday to Friday, inclusive, or on a Saturday shall be overtime and shall be paid for at the rate of time and one half for the first 2 hours and double time after that. Provided that all time worked after 12 noon on Saturday shall be paid for at the rate of double time. The minimum payment for work performed on a Saturday shall be 4 hours at the appropriate rate.

3.2 HOLIDAY AND SUNDAY RATE OF PAY

- i. All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time.
- ii. All time worked on a Sunday shall be paid for at the rate of 2 and one half times the ordinary rate and all time worked on holidays, other than the aforesaid, shall be paid for at double time and one half.
- iii. For work performed on a holiday which falls on a Saturday payment shall be made at the rate of double time and one half.

4 GOOD WAREHOUSE PRACTICES

4.1 FOOD AND DRINK CONSUMPTION

Food is not permitted to be consumed in the warehouse or washroom facilities. Further, only closed drink bottles (i.e.: no open cans of drink, open coffee cups etc) may be used in the warehouse. Food and drink in sealed containers may be carried through the warehouse between lockers and the canteen, etc.

4.2 HOUSEKEEPING

Housekeeping is everyone's concern in the warehouse, and every effort should be made to ensure the warehouse is presentable at all times.

4.3 SMOKING

Smoking is not permitted anywhere in the warehouse, amenities, tearoom, etc. Smoking is currently only permitted outside the buildings. An employee found smoking in the above-mentioned areas may face dismissal. It is the intention of warehouse management to pursue, via senior management, the JCC and the OH&S committee, designated smoking areas on the site.

5 WAGE MOVEMENTS

The hourly rates will be increased annually, such increase to take effect during the first full pay period occurring after 1st July each year.

The increase will be an increase on the preceding year's standard hourly rates for grades and individual wages of 5% for 2005, and 5% for 2006.

6 ADDITIONAL PAYMENTS

6.1 FIRST AID

From time to time CEAL may appoint appropriately qualified Employees as First Aid Attendants. During any period in which an Employee holds the position of a First Aid Attendant and / or is fulfilling the duties of a First Aid Attendant, the Employee will be entitled to a First Aid Allowance of \$16.70 per week as of 4/7/2005, and \$17.54 per week as of 3/7/2006.

6.2 OCCUPATIONAL FIRST AID

The site has a requirement for one Occupational First Aid representative, whose role will be to assist with the co-ordination of first aid activities on site. If this role is filled by an employee covered by this agreement, the Occupational First Aid allowance will be \$31.50 per week as of 4/7/2005 and \$33.08 per week as of 3/7/2006.

CEAL may appoint and revoke the appointment of a First Aid Attendant at its discretion.

6.3 ADDITIONAL PAYMENTS MOVEMENTS

Any amount covered under Clause 6 "Additional Payments" will be adjusted in line with Clause 5 of this agreement.

7 PAYMENT MECHANISM

7.1 TIMING

All amounts to be paid to the Employees will be paid by electronic funds transfer to a bank account nominated by the Employee.

All Employees will be paid their wages and other amounts due to them under the Agreement on a weekly basis.

All termination payments in lieu of notice of termination made under this Agreement will be made within two working days following the date of termination.

7.2 ERRORS

Any error or mistake by CEAL in calculating the amount to be paid to an Employee under this Agreement, which amounts to an underpayment of more than two hours normal pay, will be corrected no later than two working days of the Employee notifying his or her manager of the error or mistake. Amounts of less than two hours normal pay will be corrected in the next weekly pay. Any failure to comply with this clause by CEAL will entitle the Employee to an additional 15% of the amount owing per additional day outstanding beyond the stated limit.

Any overpayment to an Employee will be deducted from the weekly pay until repaid at the same rate, at the same increment, over the same period as the overpayment.

8 JOB VACANCIES AND NEW EMPLOYEES

8.1 JOB VACANCIES

- a) Casual labour may be used to fill a job vacancy in line with clause 9 of this agreement. If the job vacancy is a permanent position, the position must be filled by a permanent employee within 3 months.

- b) All Distribution Centre position vacancies for all grade levels will be advertised internally for a period of not less than 48 hours. Notification of vacancies and position requirements will be placed on the Distribution Centre noticeboard. All applications will have the date posted and a close date on them. Applicants responding to an internal advertisement shall be full time permanent Employees unless otherwise agreed by CEAL and the Union Delegates.
- c) All internal applicants must notify the person specified in the advertisement as to their interest in the position within the time frame specified in the advertisement. All other terms and conditions of the job advertisement will apply.
- d) All internal applicants for vacancies will be assessed on the basis of their qualification, knowledge, experience, attitude, past accomplishments, aptitude and potential.
- e) Any successful applicant will be advised as to why they were selected. Any unsuccessful internal applicants will be advised why they were not selected.
- f) After giving due consideration to all internal applicants, if in CEAL's view, an appropriate internal applicant is not identified, CEAL will seek external applications.
- g) External applicants will undergo pre-employment checks to ensure suitability to undertake the proposed position. The pre-employment checks will be determined and agreed via the JCC.
- h) It is accepted that during the life of this agreement resignations and/ or retirements will take place. In such circumstances replacement will not be automatic. The decision whether to replace particular positions will be based on the companies assessment consistent with continuously improving productivity.

The company will work to a timetable where it will fill a vacancy within 3 months.

When a job has been filled, all managers, supervisors and Grade 5's will be notified as to the appropriate details by the relevant Manager/Supervisor.

8.2 NEW EMPLOYEES: PROBATION

- a) It is not the intent of this clause to address short-term operational requirements.
- b) At the commencement of permanent employment an employee will be required to complete a 3-month probation period. A probationary employee's employment may be terminated at any time during the probationary period in accordance with clause 8.2c.
- c) Monthly performance reviews will occur between the employee and the area manager and will include an employee nominated person or a union delegate unless otherwise stated by the employee. The employee's general performance will be assessed on the basis of their knowledge, attitude, accomplishments, aptitude and potential. The Department Manager will review the employee's performance throughout the probation period and conduct a formal review prior to the completion of the 3 month probationary period. If satisfied, the department manager will authorise that the employee ceases probation and commences permanent employment. If the employees work performance is unsatisfactory at any time throughout the three month period, and if after appropriate counselling from the manager has taken place the problem is not rectified, the employee can be terminated.
- d) The first three months of the employee's employment will count towards the total of 6 months required for progression to Grade 2 as highlighted in Appendix B.

8.3 COMPANY INDUCTION TRAINING

Upon commencement of employment an employee shall participate in an induction program designed to familiarise him or her with his or her job, the Distribution Centre, fellow employees, OH&S and the CEAL mission and guiding principles. All new employees will also be introduced to the site NUW delegates.

9 CASUAL EMPLOYEES: LIMITATION

CEAL commits to maintaining its warehouse employee (i.e. subject to this Agreement) workforce at a ratio of no less than 85% permanent and no more than 15% casual staff. This ratio may vary based on business needs, with the agreement of the parties. No employee shall be employed as a casual employee for a period greater than 65 working days. No casual employee may be employed to perform any role higher than that of a Grade 3 employee.

Any casual employee who exceeds 65 (total of 487.5 hours) working days will be retained by CEAL and offered permanent employment. Report with total hours worked to date by each casual employee will be posted weekly on the notice board.

10 LEAVE

10.1 ANNUAL LEAVE: CLOSE DOWN

CEAL reserves the right to close its operations once a calendar year for a period no longer than 2 weeks, and require employees to take any accumulated annual leave. For example, CEAL may close down the Distribution Centre between Christmas and New Year.

CEAL will not do so without giving employees 3 months notice.

10.2 PUBLIC HOLIDAY AND PICNIC DAY

All full time permanent employees who are members of the Union will be entitled to one paid picnic day per year, falling on the 23rd of December 2005 and the 22nd of December 2006.

An employee who is absent on the working day proceeding or succeeding a Public Holiday or Picnic Day (other than for approved leave) shall not be entitled to payment for the day, unless a medical certificate or statutory declaration is presented to the company covering the period of absence or unless prior approval has been given by the company.

10.3 ANNUAL LEAVE

Annual leave shall be taken at a time convenient to both the company and the employee concerned taking into consideration the operating needs of the company. Annual leave should be taken in continuous periods. A maximum of four periods of annual leave will be approved in any one calendar year. However extenuating circumstances will be reviewed.

Request for annual leave shall be submitted at least two weeks in advance unless extenuating circumstances exist. Management will approve or disapprove the annual leave request within 48 hours of its submission.

Banking of annual leave entitlements beyond 5 weeks is discouraged by the company, and wherever practical employees will be expected to take leave within 9 months of it falling due. If an employee is planning an extended period of leave and wishes to accrue annual leave beyond 5 weeks, prior approval in writing should be sought from the relevant area manager. Employee's who, at the time of this agreement, have annual leave balances in excess of 5 weeks will be encouraged to reduce this balance to 5 weeks over the life of this agreement.

Payment will not be made in lieu of annual leave except in the case of cessation of employment with the company.

Annual Leave Loading to be paid in accordance with the Annual Holidays Act, 1944.

10.4 SICK LEAVE

After the agreed two single day absences per anniversary year not requiring a medical certificate, any entitlement to paid sick leave for any further absence may require a medical certificate or statutory declaration, verifying the cause and duration of the absence. A medical certificate or statutory declaration will be required for entitlement to paid sick leave in excess of one day.

The balance of any sick leave which is untaken by the employee will accumulate from year to year.

An employee shall contact their manager or supervisor as soon as the employee is aware they will be absent from work. This must occur no later than four hours after the start of the shift, unless extenuating circumstances apply.

On return to work, at the first appropriate opportunity, an employee must complete all relevant procedures regarding their leave. This must be finalised on the first day back to work.

10.5 LONG SERVICE LEAVE

Long Service Leave will be paid in accordance with the Long Service Act, 1955.

11 JOINT CONSULTATIVE COMMITTEE (JCC)

11.1 CONSTITUTION OF THE COMMITTEE

The employee representatives must be duly elected by the employees in a democratic secret ballot within one month following the commencement of this agreement. The committee will consist of:

- 3 CEAL representatives and
- 3 Employee representatives and
- 3 NUW Delegates

Or such other number of members as the parties may agree, up to a maximum of 9 members. All members of the Committee must be full time permanent employees of CEAL.

The employee representatives will hold office for the life of the Agreement or until a new Agreement is in place, whichever is the greater. CEAL Management will issue retiring JCC members with recognition (eg. Certificate of Appreciation or Service for their contribution above their normal duties).

If a Committee member vacates his or her position on the Committee, that position will be filled by the person with the next highest number of votes in the ballot. If this cannot be determined, an election will be held by all warehouse staff covered by this agreement to determine the new committee member.

The Committee will hold 1 meeting per month. No meeting may last longer than 45 minutes, unless the consent of CEAL is obtained. There must be at least three employee representatives present at any Committee meeting.

11.2 FUNCTIONS OF THE COMMITTEE

The Committee is charged with the following responsibilities and such other responsibilities as may be agreed by the employees and CEAL.

1. To make recommendations for the improvement of the administration of this Agreement;
2. To assist in the implementation of this Agreement;
3. To advise employees of the requirements of this Agreement;
4. To formulate any case for amendment of this Agreement;
5. To monitor compliance with this Agreement;
6. To act as a medium between senior management and the employees.
7. To assist management in making and implementing any new changes in the warehouse.
8. To assist management and the union in making any new agreement.

CEAL management will commit to including the Committee in decision making for all major changes in the warehouse that will affect the employees. However the final decision to proceed will rest with CEAL management.

12 PERFORMANCE MANAGEMENT

This clause does not apply to casual employees.

No employee shall receive a counselling or written warning if they had not been provided with a copy of their job description and procedures of their specific job. This does not include incidents covered under clauses 13, 14.2 and 14.4.

All employees shall receive one verbal counselling before being issued with a written warning; this verbal warning could be documented by management for future reference. This does not include incidents covered under clauses 13, 14.2 and 14.4.

Unless the employee specifies to the contrary, a union delegate will be requested to be present at all performance counselling sessions.

This process shall apply for each separate performance issue as stand alone, and is described below:

- a) The manager explains the current work performance and explains why this is a problem;
- b) The manager shall provide the employee with the material evidence to substantiate their description;
- c) The manager explains what needs to change, when these changes shall occur and what actions will be taken to help the employee improve their performance to meet the requirements described;
- d) The manager explains what shall happen if the employee's performance does not improve within the time specified;
- e) A follow- up meeting is then agreed upon by the Manager and Employee so performance improvements can be tracked on a gradual basis.
- f) After 3 months without further counselling, the employee's record shall be wiped clean (for this issue);
- g) If the employee's performance does not improve within the time specified, a 2nd counselling session may occur. Steps a, b; c, d, e and f are repeated.
- h) If the required changes or improvement are again not made within the timeframe set during the 2nd counselling session, a 3rd and final counselling session will be held. Upon receiving a 3rd written counselling warning, the employee can have their employment terminated with notice or payment of ordinary pay in lieu thereof as specified below.

Period of continuous service with CEAL	Notice Period
Not more than 1 year	1 week
More than 1 year, but no more than 3 years	2 weeks
More than 3 years, but no more than 5 years	3 weeks
More than 5 years	4 weeks plus payment of pro-rata long service leave.

The periods specified in the table above will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with CEAL.

13 SAFETY BREACHES

13.1 FINAL WARNING

If an employee breaches a major safety regulation, that employee will be given a final stand alone warning where the employee will be subject to a probationary period of 6 months. If there is no repeat of the offence within the 6 months, then the warning shall be wiped clean. If the safety regulation is breached within the probationary period, the employee shall be immediately terminated.

13.2 IMMEDIATE TERMINATION

Where there is a breach of a major safety regulation that is through neglect, a deliberate act, or wilful carelessness the employee may be immediately terminated.

14 TERMINATION OF EMPLOYMENT

14.1 REDUNDANCY

Where CEAL has made a definite decision that it no longer wishes a job an employee has been doing to be done by anyone, and no other position is available, the following redundancy conditions shall apply:

- a) A period of four weeks' notice, or payment in lieu, plus;
 - b) Severance payment of four weeks ordinary pay for each year of completed service, plus;
 - c) Payment of pro-rata long service leave for employees with five years or more of continuous service.
 - d) Where an employee is aged over 45 years and has a minimum of two years continuous service with CEAL at the time of termination, a loading of 25% shall apply to their severance payment as provided at sub-clause (b);
 - e) Procedural guidelines for the application of this clause shall be determined by the parties.
- Any relocation from the current Rosebery Distribution Facility to a different location in NSW during the term of this Agreement shall occur in accordance with the Relocation Agreement contained in Appendix D.

14.2 INSTANT DISMISSAL

CEAL may terminate the employment of an employee without notice or payment in lieu thereof if the employee at any time during work hours or whilst on the premises of CEAL:

- a) Is under the influence of illegal drugs or alcohol;
- b) Commits an act of deliberate theft;
- c) Commits an indictable offence;
- d) Commits an act of deliberate assault;
- e) Wilfully refuses to obey lawful and reasonable direction; or
- f) Wilfully destroys or defaces the property of CEAL.

14.3 ABANDONMENT OF EMPLOYMENT

The absence of an employee from work for a continuous period exceeding five working days without the consent of the company or without notification to the company in accordance with clause 10 "Leave" shall be evidence that the employee has abandoned employment.

Termination of employment by abandonment shall operate from the date of the last attendance at work, or the last day's absence approved by the company, whichever is later. Extenuating circumstances will be reviewed in this process.

14.4 CASUAL EMPLOYEES

The employment of a casual employee can be terminated at any time by the giving of one hour's notice or payment in lieu thereof of no less than four hours ordinary pay.

15 UNION MEETINGS

In order to ensure minimal negative impact on the workflow, the following guidelines shall be followed:

- a) Management shall be informed at least 24 hours prior to a union meeting, with verbal notification as to the issues to be discussed.

- a) CEAL will allow adequate time per month paid for, to be used for union meetings. Where that agreed time is exceeded, the employees shall not be paid for such time, unless otherwise agreed upon by the parties;
- b) No single meeting will be held for longer than 45 minutes unless given prior consent from CEAL;
- c) A union delegate shall brief management no longer than 1 working day after a meeting has taken place, as to any issues arising out of the meeting;
- d) These conditions do not limit the parties during a dispute.

CEAL will respect the union's right to privacy and not intervene during a meeting, emergency excepted.

16 UNION RECOGNITION

- a) Corporate Express Australia Limited recognises the National Union of Workers New South Wales Branch (NUW) as the union representing all employees in related classifications who are employed within the state of NSW (unless there is an existing union already on site). This representation extends to all terms and conditions of employment whether those terms and conditions are subject to this agreement.
- b) Corporate Express Australia Limited will upon authorisation deduct any union membership fees, as levied by the union in accordance with its rules, from the pay of employees and will forward them each month, together with all necessary information to enable the reconciliation and crediting of subscription to employees accounts, to the National Union Of Workers NSW Branch.
- c) All new employees shall be introduced to the site NUW delegates upon being accepted for employment.
- d) The company recognises the important role that the delegates perform in working with management to maintain harmonious industrial relations. Delegates as appointed or elected by the members of the NUW will be allowed reasonable time off during work hours to discuss union related issues. It is expected that where possible delegates will inform their manager prior to leaving their work area to address union issues.
- e) The company will grant a maximum of 15 days total time off on pay per annum, to be shared amongst the delegates, for the purpose of attending to off-site union activities, including state wide delegates meetings and union training courses.

It is the company's expectation that no more than 3 delegates will be required to represent the members of the NUW at Rosebery.

17 DISPUTE RESOLUTION PROCESS

The objective of this agreement is to eliminate disputes, which result in stoppages, bans or limitations. It is agreed that the parties to this agreement shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The following procedures shall be adopted for the resolution of any grievance on site, so that the matter is resolved at the closest point to the workplace:

- a) Any grievance must be initially dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authorisation, if unresolved initially.
- b) The dispute, arising out of employment shall be referred by the union delegate to the appropriate supervisors and managers. Their aim should be to try and resolve the matter equitably and promptly within their own capacity.
- c) If the dispute is not resolved at this level, the matter shall be discussed between the union delegate and representatives of senior management appointed for this purpose.
- d) Failing settlement at this level between CEAL and the union delegate, the union delegate shall refer the dispute to the union organiser who will take the matter up with management. All efforts shall be made by the organiser and CEAL to settle the matter.
- f) Failing settlement, the state secretary of the union and the relevant representative of CEAL may also be involved at this stage.

- g) During discussions, status quo shall remain, and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute. this does not apply in relation to the termination of an employee's employment.
- h) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

18 TRAINING

- a) CEAL training for all grades will be specific to those skills required for the employee to carry out the tasks in their functional work area. These skills will be noted in the various job descriptions for each role. While Management is responsible for the development of an Employee's job description, input from Employees and/or Delegates will be sought when developing new job descriptions.
- b) Grade Level 5 Employees will also be required to undertake company provided, hands -on training in OH&S, Management, Communication, Leadership Supervision and Computer literacy skills. These courses will also be available to Grade 4 employees based on business needs.
- c) To give employees a broader understanding of the business, a voluntary program will be developed by management offering employees the opportunity to interface with other areas of the business (Purchasing, Customer support, etc). Management are committed to offering this opportunity at least once to each employee over the life of this agreement.
- d) If an employee requests to be trained in a particular warehousing position, CEAL will commit to provide the relevant training requested within a 6 month time frame.

The company will make every effort to ensure where possible that the training will be provided during the employee's normal working hours.

19 SUPERANNUATION

- a) Subject to any legislative requirements, CEAL is entitled to direct all superannuation contributions, which it makes in respect of each employee under the Superannuation Guarantee Act, to either the Corporate Express Superannuation Fund (or such other fund nominated by CEAL to take its place) or the Labour Union Co-operative Retirement Fund.
- b) Each employee has the right to change his or her fund, and any subsequent selection of fund, within one month of commencement of this Agreement and thereafter once during each year of this Agreement. To effect such a change the employee must advise CEAL in writing of his or her choice, and become a member of the new fund selected. Until such time, CEAL may continue to direct contributions to the incumbent fund.

20 ACCRUED ROSTERED DAYS OFF

- a) All permanent employees will have the option to participate in the RDO system at anytime in accordance with the R.D.O rules in appendix A.
- b) All new employees will be notified by management of their option to participate in the RDO system.
- c) All employees employed at the date of this Agreement will have the option to "opt in" or "opt out" of the RDO system.
- d) If an employee is taken off the system for non-compliance of the rules, or removes him or herself, that employee will have the option to re-join the system after a period of 6 months.
- e) If CEAL or an employee requests a change to their working hours, the employee will be given a 2 - week window in which to change their option.
- f) All employees who wish not to participate in the system can at anytime change their option.

21 CONDUCT OF LABOUR HIRE AGENCIES

All labour hire agencies used by CEAL to provide labour for it's distribution and warehousing facilities, will be subject to this agreement. If a breach of this agreement is made by a labour hire agency, that agency will be called in to discuss and rectify the problem. After three such instances, this issue will be tabled at the next JCC meeting, who will then decide whether to cease sourcing labour through that agency.

22 TRANSITION OF BUSINESS

The Rosebery site agreement shall remain in force for the duration of the agreed term, and shall apply in the event of a takeover or change in business name.

23 LEAVE RESERVED ITEMS

23.1 BENCHMARKING & KPI's

This item is on "Leave Reserved" to be finalised, agreed upon and implemented by the JCC members after the signing of this EPA Agreement.

APPENDIX A

ACCRUED ROSTERED DAY OFF (RDO) SYSTEM RULES

The following rules will apply to RDO's:

- The timing of the accrued days will be via the published listing. Accrued days will be planned, 3 months in advance. The ability in swapping with another person or changing the day is at the total discretion of the relevant manager/supervisor.
- Time must be accrued on a daily basis in the following format. Monday to Thursday, 30 minutes each day. There will be NO accrual on Fridays.
- The time should be accrued by the date of your roster day. If you do not have the time accrued by your accrued day; you will be short paid to the amount of whatever time you have in your "RDO bank". If there is a dramatic shortfall in the time accrued (over 4 hours short), you may approach your manager/supervisor and forfeit that day and continue accruing to the next allocated accrued day.
- The maximum time to be accrued is 3 days. If this occurs the allocation of days to be taken will be at the discretion of your manager/supervisor. This may be in a block or over a period of weeks/months. If more than 3 RDO's are accrued without the approval of the manager/supervisor then this will be in breach of the rules and you will be removed from the RDO system.
- The accrual of the accrued time will be at the end of the shift. If you fail to accrue on more than 3 occasions (other than for Award conditions eg: sick, workers comp, jury duty) during the life of this agreement, you will be removed from the system.
- All new starters to the RDO system must commence on a Monday and those leaving must finish their accrual on a Thursday.
- On either shift, if there is a lack of volume and you are signed off early, those people on RDO's may be held an extra 30 minutes longer than those not on the system (this will exclude Friday as there is no accrual). If an individual wishes not to accrue in this situation this may occur with the approval of the manager/supervisor.

APPENDIX B

JOB PROFICIENCY CLASSIFICATIONS

CLASSIFICATION: GRADE 1

ENTRY REQUIREMENTS: Acceptance of a permanent job offer from CEAL Management

CLASSIFICATION DESCRIPTION:

At this level an employee performs to the level of their training and:

- Works to defined procedures and direct supervision
- Understands and undertakes basic quality associated with their work
- Understands the CEAL commitment to customer care
- Understands and follows the health and safety requirements of the site
- Understands and undertakes housekeeping procedures in the warehouse
- Uses materials handling equipment as directed
- Uses pick to light, pick to voice and RF technology as directed

All employees will be trained to meet the requirements of the above job classification description as well as be trained in the following disciplines:

- Occupational Health and Safety (OH&S);
- Equal Employment Opportunity (EEO); and
- Harassment in the Workplace

CLASSIFICATION: GRADE 2

ENTRY REQUIREMENTS: An employee will have been employed as a permanent for a 6 month period

CLASSIFICATION DESCRIPTION:

At this level an employee performs to the level of their training and:

- Works under routine supervision either individually or in a team
- Exercises discretion within defined procedures and, where possible, recommends improvements in those procedures
- Demonstrates a positive attitude towards customer care

All employees will be trained to meet the requirements of the above job classification description as well as be trained in the following disciplines:

- Occupational Health and Safety (OH&S);
- Equal Employment Opportunity (EEO); and
- Harassment in the Workplace

CLASSIFICATION: GRADE 3

ENTRY REQUIREMENTS: An employee will have been employed as a permanent for a 12 month period

CLASSIFICATION DESCRIPTION:

At this level an employee performs to the level of their training and:

- Works from instructions and procedures
- Exercises initiative and judgement with discretion
- Can recommend improvements in safety practices and procedures where appropriate
- Demonstrates the performance of tasks up to the level of their skills to new or trainee employees
- Can recommend and aid in the implementation of process improvements
- Receives, records and dispatches product from the warehouse
- Demonstrates a positive attitude towards customer care

All employees will be trained to meet the requirements of the above job classification description as well as be trained in the following disciplines:

- Occupational Health and Safety (OH&S);
- Equal Employment Opportunity (EEO); and
- Harassment in the Workplace

CLASSIFICATION: GRADE 4

ENTRY REQUIREMENTS: To become a Grade 4 employee, as per clause 8, a vacant position must be available and an employee must have commenced the National Warehousing Certificate course, provided the company is offering the course

CLASSIFICATION DESCRIPTION:

At this level an employee performs to the level of their training and:

- Performs work in a substantially independent way
- Demonstrates the performance of tasks up to the level of their skill to new or trainee employees
- Is relied upon to provide guidance and assistance as an experienced member of a team or work area
- Demonstrates a positive attitude to customer care

All employees will be trained to meet the requirements of the above job classification description as well as be trained in the following disciplines:

- Occupational Health and Safety (OH&S);
- Equal Employment Opportunity (EEO); and
- Harassment in the Workplace

GRADE 4 POSITIONS

The following roles will be considered to be Grade 4 positions:

- Inventory/Receiving Lot 2
- Receiving office Lot 1
- Courier desk Lot 1
- Quarantine Lot 1
- QA Lot 1
- Inventory/Operations office Lot 1

CLASSIFICATION: GRADE 5

ENTRY REQUIREMENTS: To become a Grade 5 employee, as per clause 8, a vacant position must be available and an employee must have commenced the National Warehousing Certificate course, provided the company is offering the course

CLASSIFICATION DESCRIPTION:

At this level an employee performs to the level of their training and:

- Is an expert in one or more of the key areas within the Distribution Centre
- Exercises discretion within the scope of this grade
- Understands and applies principles of problem solving within their functional area
- Possesses the knowledge and skill to understand the operation of all roles within their area
- Directly supervises all employees in their immediate work area (but not including discipline or leave related issues which will be referred to management)

- Consults with other Grade 5's to help achieve optimum work outputs throughout the shift
- Plays an active responsible role in helping to exceed customer expectations

All employees will be trained to meet the requirements of the above job classification description as well as be trained in the following disciplines:

- Occupational Health and Safety (OH&S);
- Equal Employment Opportunity (EEO); and
- Harassment in the Workplace

GRADE 5 POSITIONS

The following areas will have at least one Grade 5 employee:

- Returns/Receiving office lot 1
- Putaway Lot 1
- Receiving Lot 1
- Transport Route Co-ordinator Lot 1
- Country Lot 1
- Order Processing Floater day shift Lot 1
- Area 8 Binning afternoon shift Lot 1
- Area 6 Binning afternoon shift Lot 1
- Area 12 CLS afternoon shift Lot 1
- Fullcase afternoon shift Lot 1
- Inventory/Operations Lot 1
- Trainer

In reviewing and classifying employees, CEAL will apply the following rules:

- All parties to this agreement recognise the importance of providing warehouse employees with a suitable career path. Accordingly, when new roles are created or current ones develop further skills or responsibilities, consideration will be given to granting these jobs Grade 4, Grade 5 or Managerial status. The decision to change a grade for a particular job will be made via the JCC, although the final decision will rest with CEAL management.
- All permanent employees are eligible to apply for a grade 4 or grade 5 role, irrespective of their current grade.
- If a Grade 4 or above Employee is unable to perform the work/ training required of a particular grading, that employee may be reclassified back to their previous grade and wage. If CEAL has not provided the Employee with reasonable opportunity to comply with this clause, the Employee will suffer no consequence.
- Whilst a skilled workforce is to be encouraged, an Employee may refuse any offer by CEAL to upgrade the Employee to a higher grade.
- If CEAL introduces a new process, CEAL may require Employees to undergo additional training and testing in order to retain their grading.
- Regardless of the provisions contained in this clause, an Employee who was previously employed by an Acquired Company, shall not suffer a reduction in the hourly rate of pay they received whilst employed by that Acquired Company.
- If an Employee is relocated or transferred into another Department or Area, the Employee will suffer no reduction in their hourly rate.

Any change in the Standard Hourly Rate which arises as a result of a change in the classification of an Employee, will be reflected in the first full pay period occurring thereafter.

CLASSIFICATION: RELIEF ROLE

DESCRIPTION:

In line with CEAL commitment to the development of its employees and to ensure business performance consistency in servicing CEAL end customers, a Relief Role to key positions (Grade 4, Grade 5, and Managerial positions) will be introduced. Once key positions in need for relief resources are determined by CEAL warehouse management, Relief Roles will be advertised internally and employees selected as per CEAL recruitment policy.

The successful applicant(s) is/are to be provided appropriate and adequate training that enables them to step up into the higher grade position when required and proficiently perform all tasks associated with this position. Employees selected as relief to a particular higher grade position will be asked to perform this position in “but not limited” to the following cases:

- When permanent employee in this key position is absent;
- When permanent employee in this key position is on RDO;
- When Permanent employee in this key position is on annual or long service leave;
- When increased volume or activities require additional higher grade resources; or
- As determined by CEAL warehouse management

In any of the above cases CEAL warehouse management reserves the right not to utilize relief employees in higher grade positions “occasionally” as determined by business and resources requirement.

When the requirement for higher grade positions does not exist, employees in Relief Roles are to resume their day to day duties in current positions (lower grade positions).

If a key position becomes available, it will be advertised internally giving all warehouse team members the opportunity to apply. Team member(s) will be selected for this key position as per CEAL recruitment policy.

REMUNERATION FOR HIGHER GRADE OR MANAGEMENT DUTIES

Remuneration associated with performing higher grade or management duties are as follows:

HOURS/DAYS	REMUNERATION FOR HIGHER GRADE DUTIES	REMUNERATION FOR MANAGEMENT DUTIES
Less than two (2) hours per day	\$0.00	\$0.00
Two (2) hours or more per day	One (1) day payment as per Higher Grade performed duties	Additional \$20,00 per day (additional to wage)
Eleven (11) hours or more per week	One (1) Week Payment As Per Higher Grade Performed Duties	Additional \$20.00 per day (additional to wage)

APPENDIX C

GRADE RATES

Grade Level	Standard Annual Pay as at 04/07/2005 (Increase of 5% on previous year)
Casual Employee	Paid the relevant award allowances on the appropriate enterprise agreement rate
1	\$36,407.00 per year
2	\$37,850.00 per year
3	\$39,332.00 per year
4	\$41,516.00 per year

5	\$45,864.00 per year
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Grade Level	Standard Annual Pay as at 03/07/2006 (Increase of 5% on previous year)
Casual Employee	Paid the relevant award allowances on the appropriate enterprise agreement rate
1	\$38,220.00 per year
2	\$39,741.00 per year
3	\$41,301.00 per year
4	\$43,583.00 per year
5	\$48,165.00 per year

APPENDIX D

RELOCATION AGREEMENT

REDEPLOYMENT, RELOCATION AND TRANSMISSION OF BUSINESS

CEAL will not be required to give notice or make a redundancy payment to an employee whose position is redundant in any of the following circumstances:

- a) Where CEAL or another employer has made an offer of Comparable Position (same grade/same pay) to the employee;
- b) Where the redundancy arises because CEAL requires the employee to perform work at a different location to his/her current place of work; or
- c) Where another entity becomes a transferee, assignee or successor to the business or part of the business of CEAL and the employee is offered employment with that other entity. Provided that any position which is covered by 14.2(c) must be paid not less than the base rate of pay under the agreement and the employee's service with CEAL must be counted for determining future entitlements and CEAL or the new employer must recognize all accrued entitlements.

COMPENSATION FOR HARDSHIP ARISING FROM RELOCATION

Where an employee is required to relocate his/her place of employment as a result of relocation of CEAL operations or part thereof, they must be given four (4) weeks notice of the requirement to transfer. During this period notice, discussions on the relocation will be convened and finalized between CEAL and the employee. These discussions will provide an opportunity to determine a 'one off' payment to compensate the employee, where the relocated employee(s) is/are disadvantaged through extra/additional to current distance travelled (at least 11 kilometres in total per day), in accordance with the following table:

Extra/Additional To Current Kilometres Travelled Per Day	
Less Than Current Distance Travelled (Per Day)	\$0
0 – 10 kms	\$0
11 – 20 kms	\$300
21 – 30 kms	\$550
31 – 40 kms	\$800
41 plus kms	\$1,200

Where the extra/additional to current kilometres travelled per day exceed 100 kms, the employee(s) will be entitled to elect:

- a) Whether they wish to accept a one-off payment of \$1,500; or
- b) Be made redundant and be paid the benefits upon redundancy in accordance with Clause 14.1 of this agreement

Where an employee is unable to relocate due to his/her responsibility as a carer (see s49F of Anti-Discrimination Act), or be required to commute for an additional to current 1.5 hours per day, that employee will be entitled to elect to be made redundant and be paid the benefits upon redundancy in accordance with Clause 14.1 of this agreement. Employees shall be required to provide any documentation requested by CEAL to establish the extra/additional to current distances travelled, the extra/additional to current commuting time involved, or their carer's responsibilities in order to be entitled to any benefits of this clause.

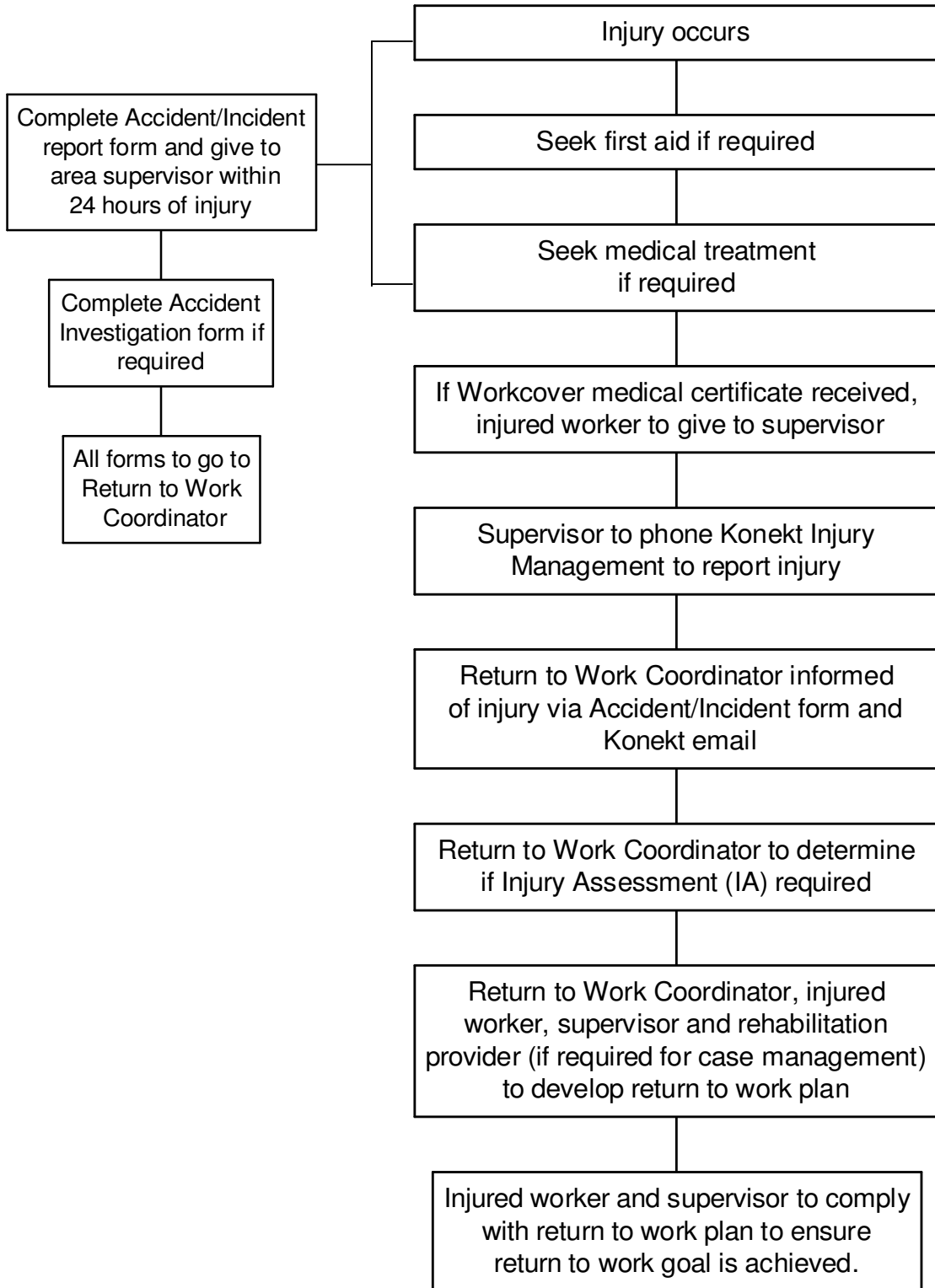
The one-off payment will be paid six (6) months after the date of transfer, provided the employee remains employed with CEAL.

In the event that an employee's place of work is relocated from Rosebery, and CEAL decides to undertake further restructuring within six (6) months after the relocation of an employee's employment, redundancy in accordance with Clause 14.1 shall apply to such an employee.

APPENDIX E

RETURN TO WORK CHARTER

Executed as an AGREEMENT



**Signed for and on behalf of
Corporate Express Australia
Limited by:**

Signature

Witness Signature

Date:

**Signed for and on behalf of the
National Union of Workers (NSW
Branch) by:**

Signature

Witness Signature

Date:

NON PARTY EXECUTION BY THE EMPLOYEES:

**Signed for and on behalf of the
Employees of Corporate
Express Australia Limited by:**

Signature

Witness Signature

Date: