

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/104

TITLE: Boise Office Solutions - State Enterprise Agreement New South Wales

I.R.C. NO: IRC4/7532

DATE APPROVED/COMMENCEMENT: 3 March 2005 / 1 January 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/145.

GAZETTAL REFERENCE: 6 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Boise Office Solutions, located at 20, Worth Street, Chullora NSW 2190, who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Boise Office Solutions -&- the National Union of Workers, New South Wales Branch

BOISE OFFICE SOLUTIONS STATE ENTERPRISE AGREEMENT NEW SOUTH WALES 2005-2007

ARRANGEMENT

Clause No.	Subject Matter
1.	Title
2.	Application
3.	Parties Bound
4.	Definitions and Interpretation
5.	Relationship with the Award
6.	Date and Term of Agreement
7.	Statement of Intent and Objectives
8.	Classification Structure
9.	Contract of Employment
10.	Termination of Employment
11.	Payment of Salary
12.	Hours of Duty
13.	Roster Loading
14.	Sundays and Public Holidays
15.	Overtime
16.	Annual Leave
17.	Long Service Leave
18.	Compassionate Leave
19.	Sick Leave
20.	Superannuation
21.	Dispute Resolution Procedure
22.	Corrective Guidance Policy and Procedures for Employees
23.	Sick Leave Scheme
24.	Safety Net Insurance Program
25.	Union Picnic Day
26.	No Extra Claims
27.	Union Recognition and Membership
28.	Trade Union Training
29.	Structural Change

SCHEDULE 1 - Skill Based Classification Grading Structure

SCHEDULE 2 - Warehouse Wage Summary

1. Title

This Agreement shall be known as the:

BOISE OFFICE SOLUTIONS - STATE ENTERPRISE AGREEMENT NEW SOUTH WALES.

2. Application

This Agreement shall apply throughout the State of New South Wales, to all Employees who are bound by the terms of the Storeman and Packer General (State) Award, New South Wales, in so far as those provisions relate to the parties referred to in Clause 3 of this Agreement.

3. Parties Bound

This Agreement shall be binding upon:

- (a) Boise Office Solutions in respect of its Employees affected by this Agreement at its New South Wales warehouse operations 20 Worth Street, Chullora.
- (b) The National Union of Workers, New South Wales Branch;
- (c) All Employees, whether members of the Union or not, who are engaged in any of the occupations, industries or callings specified in the Award, including Casual and Part-Time Employees.

4. Definitions and Interpretation

For the purpose of this Agreement:

"The Company" means Boise Office Solutions

"The Union" means the National Union of Workers, New South Wales Branch;

"The Award" means the Storemen and Packers General (State) Award, New South Wales;

"IRC" means the New South Wales Industrial Relations Commission;

5. Relationship With the Award

Where any provision of this Agreement deals with the same matters provided for in the Award, the provisions of this Agreement shall prevail. Where the Agreement is silent, the terms of the Storemen and Packers General (State) Award shall apply.

6. Date and Term of Agreement

The term of this agreement will commence from 1 January 2005, and shall remain in force until 31 December 2007.

The parties to this Agreement shall commence negotiations for a new Enterprise Agreement 3 months prior to the expiration of this Agreement on 31 December 2007.

7. Statement of Intent and Objectives

- 7.1 This Agreement formally embodies the intention of the Company and the Union to recognise the requirement for co-operative efforts by the parties to meet the agreed objectives of efficiency, participation and competitiveness that will achieve performance to ensure the Company's continued viability and job security for its Employees.
- 7.2 This Agreement addresses a range of issues, including ongoing consultation and commitments for the period of this Agreement with respect to productivity and efficiency issues.
- 7.3 The Agreement is the result of extensive consultation between the parties based on common values that are critical to the achievement of a world class enterprise.
- 7.4 The parties to this Agreement are committed to sharing the responsibility for the design of work systems and arrangements that increase the productivity and efficiency of the Company and provide opportunities for making better use of the expertise, skills and experience of all Employees through:
 - (a) A safe and healthy working environment; and
 - (b) A quality of working life for all Employees including job security and equity in access to skill development and participation.

8. Classification Structure

See Schedule 1 to the Agreement.

9. Contract of Employment

- 9.1 All full-time Employees engaged as Storepersons will be employed for a probationary period of 3 months from the commencement of their employment.
- 9.2 At the commencement Date, each Employee will be classified at the relevant grade. An explanation of the duties for each grade is set out in Schedule 1 of this Agreement.
- 9.3 The Company will endeavour to maximise the proportion of its Storeperson Employees who are permanently employed.
- 9.4 A person may be employed as a casual employee and shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty eight plus 15% calculated to the nearest half cent with a minimum payment on any day of four hours plus 1/12 of their ordinary time earnings in lieu of annual leave.
- 9.5 A casual employee is one engaged and paid as such and shall be guaranteed not less than 4 hours' engagement every start.
- 9.6 Provided that any casual employee who is employed for a continuous period of 6 months or more, shall be deemed to be a permanent employee and shall be paid at the appropriate weekly rate of pay for that permanent employee.
- 9.7 Provided further that should the permanent position be one of a part time nature then the weekly rate of pay will be an adjusted or pro-rata basis to reflect the actual hours worked.
- 9.8 The provision of clauses 9.5 and 9.6 shall have no application to casual employees employed to replace employees on:
- (a) Sick Leave
 - (b) Long Service Leave
 - (c) Workcover
 - (d) Maternity/Paternity Leave; and
 - (e) Casuals specifically engaged for Back to School season
 - (f) Other seasonal peak work loads
- 9.9 Back to School Season:
- For the purposes of this clause, the Back to School season is defined as:
- (a) The building of stock and warehouse preparations for those orders placed by schools for the commencement of the following school year;
 - (b) Compiling of stock into specific orders relating to school orders;
 - (c) Despatch of those orders to the respective customers
 - (d) All other ancillary tasks associated with (a) (b) and (c) above

Persons specifically engaged for the "back to school" process will be employed on a permanent employee basis, but with each individual employee being employed for that period of time which suits the company's operational requirements and which may be a shorter period of time than the "back to school season". In no

case shall that specified period exceed the "back to school season". At the completion of the "back to school season" any remaining employees engaged under this provision will cease employment with the company. Employees engaged under this provision shall be deemed to be employees engaged for a specified period of time and/or a specified task. All employees engaged under this provision are to be subject to the same performance and disciplinary standards as other employees of the company. Any breach of those standards shall subject the employee to appropriate disciplinary action up to and including termination.

9.10 Public Holiday Payment

In lieu of all other award or certified agreement provisions, entitlements to payment for Public Holidays that fall within the specified work period for an individual employed for the "back to school season" shall be paid " pro rata" calculated on the following basis:

$$\frac{\text{No. of completed weeks of service}}{52} \times \frac{\text{No. of Public Holidays in the relevant pay period}}{1}$$

10. Termination of Employment

- 10.1 During the 3-month probationary period as described in Paragraph 9.1 hereof, the employment may be terminated by either the Company or the Employee by giving 24 hours notice thereof, or payment in lieu thereof by the Company.
- 10.2 Notwithstanding subclauses 10.1 hereof, the Company may terminate the employment of the Employee without notice (or payment in lieu thereof), for conduct justifying instant dismissal, including misconduct, neglect of duty or abandonment of employment.
- 10.3 Notice periods for termination will be as per the Storemen and Packers Award.

11. Payment of Salary

- 11.1 The Employee's base salary will be in accordance with Schedule 2 of this Agreement, as it relates to the Employee's Grade.
- 11.2 The base salary rates shown in Column 2 of Schedule 2 shall be payable on and from 1 January 2005.
- 11.3 The payment of salary will be weekly, by Electronic Funds Transfer, to the Employee's nominated bank account.
- 11.4 Where employees incur dishonour fees arising from Direct Debit arrangements and the like, due to wages not being paid on time by the company, the company will compensate the employees affected for the dishonour fees incurred.
- 11.5 Any error or mistake by Boise in calculating the amount to be paid to an Employee under this Agreement which amounts to an underpayment of more than 3 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 3 hours pay will be corrected in the next weekly pay.
- 11.6 Any overpayment to an Employee will be deducted from the next weekly pay until repaid at the same rate, at the same increment, over the same time period.

12. Hours of Duty

- 12.1 The hours of duty shall be an average 38 hours per week.
- 12.2 Subject to this Clause, meal breaks are not to be regarded as time worked and will be unpaid.
- 12.3 The Employee will receive a minimum of one paid rest break of 10 minutes duration per shift for each day and afternoon shift worked.

12.4 The Employee will receive one paid crib break of 20 minutes duration for each afternoon shift worked.

13. Roster Loading

13.1 In addition to the base salary, the Employee shall be paid a roster loading for actual shifts worked and is not entitled to the roster loading with respect to any payments, other than payments for the following:

- (a) Public Holidays
- (b) Long Service Leave
- (c) Compassionate Leave
- (d) Sick Leave

13.2 Roster Loading:

The roster loading is paid in accordance with the following table:

Type of Shift	Roster Loading
Day Shift	0%
Afternoon Shift	15%
Night Shift	30%

For the purposes of this Agreement:

- (a) "Day Shift" shall mean any shift commencing at or after 6.30 am and finishing at 5:30 pm except in the case of employees involved in the despatch function where the spread of hours shall be 6:30am to 6:30pm
 - (b) "Afternoon Shift" means any shift finishing after 5.30 pm and at or before 12.00 midnight except in the case of employees involved in the despatch function where 6:30pm will be substituted for 5:30pm and 1:00am will be substituted for 12 midnight.
 - (c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am except in the case of employees involved in the despatch function where 1:00am will be substituted for midnight and 9:00am will be substituted for 8:00am
- 13.3 The hours of work outlined in 13.2 may be altered by mutual agreement between the company's management and the majority of the employees involved.

14. Sundays and Public Holidays

- 14.1 The Employee (other than those employed for the "back to school season" who are subject to Clause 9.10 hereof)) shall be entitled, without loss of pay, to the Public Holidays gazetted in the State Award of New South Wales.
- 14.2 The Employee shall be paid at the rate of 2.5 times the hourly base salary for all hours worked on Sundays and gazetted Public Holidays.
- 14.3 The Employee shall be paid at the rate of 3 times the hourly base salary for all hours worked on Good Friday and Christmas Day.

15. Overtime

15.1 For the purposes of this Clause, Overtime means hours worked in excess of 7.6 hours per day before or after normal shift start and finish times.

15.2 If the Employee is required to work in excess of 7.6 hours per shift, such work will be regarded as overtime, and he/she will be paid at the rate of time and one half for the first 2 hours overtime and double time thereafter until completion of the work or shift.

15.3 Overtime will be rostered between all employees to ensure fair allocation.

16. Annual Leave

The Employee shall receive Annual Holidays pursuant to the New South Wales *Annual Holidays Act 1994*. A leave loading of 17.5% will be paid when the Employee takes such leave.

17. Long Service Leave

The Employee will be entitled to Long Service Leave in accordance with the New South Wales Long Service Leave Act.

18. Compassionate Leave

An Employee shall on the death within Australia of a husband, wife, father, mother, father-in-law, or mother-in-law, child or stepchild, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work. Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of the entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the word "wife" shall not include a wife from whom the employee is separated but shall include a person who lives with the employee as a de facto wife. Provided, further, an employee on a weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside Australia to attend the funeral.

19. Sick Leave

19.1 If the Employee is absent from duty as a result of personal ill-health or accident, the Employee shall be entitled to paid sick leave as follows:

- (a) Five (5) days in the first year of employment; and
- (b) Ten in the second and subsequent years of employment.

19.2 Any untaken sick leave shall accrue to a maximum of 120 days.

19.3 During the first 3 months of employment, any absence of 1 day will require the production of a medical certificate.

19.4

- (a) An employee shall be entitled to three (3) single days sick leave absence in any year of employment without the production of a medical certificate, subject to clauses 19.2 and 19.6; and
- (b) Provided that the employee contacts the relevant manager within one hour of the commencement of the employees' s shift; and
- (c) Provided however that at the manager's sole discretion and subject to the employee having an unsatisfactory attendance record, the relevant manager may require a medical certificate for all absences including those specified in clause 19.4

19.5 Employee will be required to produce a medical certificate for each further sick leave absence. The Company may refer the Employee during working hours without the loss of pay to an independent medical practitioner at the Company's expense if there is a concern by the Company regarding the

particular case. On these occasions, the Employee shall give reasonable notice to Boise of his/her absence from work. This notice shall be given to his/her Manager/Supervisor within 24 hours after the normal commencement of duty, and as far as practicable, at least 2 hours before the normal commencement of duty. The notice shall state the nature of the illness or injury and the estimated duration of absence.

- 19.6 Where the Employee is absent on sick leave and such absence is on a day or days immediately before or after any rostered absence or a public holiday, a medical certificate must be provided for all days so absent.

20. Superannuation

The obligation on the Company to make Superannuation contributions shall be that as provided by the *Commonwealth Superannuation Guarantee Administration Act, 1992* as in force from time to time. All payments will be made to the Superannuation Fund that is decided and approved by the Superannuation Committee or to L.U.C.R.F. at the choice of the employee.

21. Dispute Resolution Procedure

- 21.1 The Employee will meet with the relevant Supervisor and attempt to settle any dispute at that level. Any grievance must initially be dealt with as close to the source as possible with the following steps to be followed for further discussion and resolution as necessary.
- 21.2 If not settled in Step 1, the Employee and/or Union Delegate will meet with the Operations Manager, along with the Supervisor, and make every endeavour to resolve the dispute.
- 21.3 If not settled in Step 2, the Union Organiser will meet with the Operations Manager for resolution. The State Secretary of the appropriate Union will be advised of this meeting and may become involved.
- 21.4 If still not settled, either party may seek the assistance of the IRC to resolve the dispute.
- 21.5 Notwithstanding anything contained in this clause, the parties shall be free to exercise their legal rights if there is an unreasonable delay in finalising the dispute.
- 21.6 During the operation of this procedure, the Status Quo shall prevail 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.
- 21.7 This clause shall not apply to any dispute with respect to bona fide safety issues.
- 21.8 The parties are committed to prompt resolution of all disputes in accordance with this clause.

22. Corrective Guidance Policy and Procedures for Employees

OBJECTIVE:

- 22.1 To ensure that all matters relating to an Employee's performance and conduct are dealt with promptly, investigated thoroughly, considered reasonably and are handled fairly and consistently.
- 22.2 To encourage and improve an Employee's work performance and conduct.

DEFINITIONS:

- 22.3 "**UNSATISFACTORY WORK PERFORMANCE**" means the failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance conduct may include: unsafe work practices; excessive absenteeism or lateness; low productivity; inefficiency; negligence or unco-operative behaviour.
- 22.4 "**UNSATISFACTORY CONDUCT**" means failure to observe Company policies and procedures.

22.5 The Company regards the following actions as examples of SERIOUS MISCONDUCT justifying instant dismissal;-

- (a) Falsifying company records;
- (b) Fighting;
- (c) Drunkenness;
- (d) Being under the influence of illegal drugs at work;
- (e) Theft of Company property; and
- (f) Serious and wilful refusal of duty.

22.6 Verbal and written warnings shall be specified and such warnings shall have a "stand alone" character, I.e. future corrective action shall relate to the original warning relevant to the specific unsatisfactory work performance or conduct referred to in subclauses 22.3 and 22.4.

PROCEDURE:

A. UNSATISFACTORY WORK PERFORMANCE OR CONDUCT

In relation to instances of unsatisfactory work performance or conduct, the following procedure will be followed:

STEP 1 - COUNSELLING / VERBAL WARNING:

This is an opportunity to bring the unsatisfactory work performance or conduct to the attention of the Employee concerned; to establish the reasons for such performance or conduct and to establish whether the Company can provide any assistance to the Employee to avoid recurrence of same.

During initial counselling sessions, the Employee's Immediate Supervisor shall:

- (a) Discuss the unsatisfactory work performance or conduct identified with the Employee and outline the standard of work performance or conduct that is required;
- (b) Give the Employee an adequate opportunity to respond to the allegations made and provide an explanation. (If the explanation is acceptable to the Immediate Supervisor, no further action should be taken);
- (c) Determine, in consultation with the Employee, specific action to be taken to remedy the unsatisfactory work performance or conduct, and establish a date for review of same;
- (d) Warn the Employee that failure to improve the unsatisfactory performance or conduct will result in further disciplinary action being taken.

At any stage of this process, the Employee may request the involvement of the Union Delegate and/or other nominated witness.

A record of the counselling sessions shall be completed and kept on the Employee's file for a period of three (3) months.

STEP - FIRST WRITTEN WARNING

If, by the review date established in Step1(c) above, the Employee's work performance or conduct has not improved to the required standard specified in Step 1(a), a second counselling session shall be arranged between the Employee and the Immediate Supervisor, which may lead to a First Written Warning being issued.

During this counselling session, and following authorisation from the Operations Manager, the Immediate Supervisor shall:

- (a) Restate the unsatisfactory work performance or conduct identified;
- (b) Restate the agreed corrective actions identified at the previous counselling sessions;
- (c) Give the Employee an opportunity to defend him/herself against allegations made. (If the explanation is acceptable to the Immediate Supervisor, no further disciplinary action shall be taken);
- (d) If the Employee's explanation is not acceptable, indicate to the Employee that he/she is to be issued with a First Written Warning. The Supervisor shall exercise reasonable discretion in the issuing of Warning;
- (e) Determine, in consultation with the Employee, specific action to be taken to remedy the unsatisfactory work performance or conduct and establish a date for review; and
- (f) Warn the Employee that failure to improve will result in further disciplinary action being taken, which could ultimately lead to dismissal.

At any stage of this process, the Employee may request the involvement of the Union Delegate and/or other nominated witness.

The First Written Warning and record of the counselling session shall be completed and kept on the Employee's personnel file. The Written Warning will be authorised by the Immediate Supervisor and a copy shall be issued to the Employee in the presence of the Union Delegate and/or nominated witness. The Employee will be informed that the First Written Warning will be recorded on his/her personnel file.

All parties to the counselling sessions may sign the Written Warning as recognition of its issue to and receipt by the Employee.

This First Written Warning shall remain active for a period of four (4) months.

STEP 3 - FINAL WRITTEN WARNING

If, by the review date established in Step 2(e) above, the Employee's work performance or conduct has still not improved, another counselling session should be arranged which may lead to a Final Written Warning being issued.

At the counselling session, the Operation Manager and the Immediate Supervisor shall:

- (a) Restate the unsatisfactory work performance or conduct identified at the previous counselling session, including the agreed corrective actions identified and the established review date set;
- (b) Give the Employee an opportunity to defend him/herself against the allegations made. (If the explanation is acceptable to the Operations Manager, no further disciplinary action should be taken);
- (c) If the Employee's explanation is not acceptable, indicate to the Employee that he/she is to be issued a Final Written Warning;
- (d) Determine, in consultation with the Employee, specific action to be taken to remedy the unsatisfactory work performance or conduct and establish a date for review; and
- (e) Warn the Employee that failure to improve will result in the Employee's dismissal.

At any stage of this process, the Employee may request the involvement of the Union Delegate and/or other nominated witness.

The Final Written Warning and record of the counselling session shall be completed and kept on the Employee's personnel file. The Final Written Warning will be authorised by the Operations Manager and a

copy shall be issued to the Employee in the presence of the Union Delegate and/or nominated witness. The Employee will be informed that the Final Written Warning will be recorded on his/her personnel file.

All parties to the interview may sign the Final Written Warning as recognition of its issue and receipt by the Employee.

The Final Written Warning shall remain active for a period of six (6) months.

STEP 4 - TERMINATION:

If the Employee's performance does not improve to an acceptable standard, or there is a further occurrence of unsatisfactory conduct there should be a meeting between the Operations Manager, the Immediate Supervisor and the Employee, which may lead to the Employee's dismissal.

At this meeting, the Operations Manager shall:

- (a) Advise the Employee of the reasons for the proposed dismissal;
- (b) Discuss the Employee's history, including the records of prior counselling sessions, and First and Final Written Warnings;
- (c) Give the Employee an adequate opportunity to defend him/herself against the allegations made. (If the explanation is acceptable, to the Operations Manager, the Employee should not be dismissed); and
- (d) Explore whether any reasonable alternative to termination may exist.

At any stage of this procedure, the Employee may request the involvement of the Union Delegate and/or other nominated witness.

Where, under this procedure, if a decision is made to dismiss the Employee, the Employee must be provided with a Written Advice of the termination of his/her employment with the Company and the effective time and date.

If the Employee requests that the reason for termination be given in writing or requests a Statement of Employment identifying the period of employment and duties performed, such documentation shall also be provided.

B. SERIOUS MISCONDUCT

As soon as an instance of Serious Misconduct by an Employee is brought to the attention of the Operations Manager, the latter will observe following procedure:

Step 1 - Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing any witnesses and reviewing the Employee's employment record and recording all information received.

Step 2: - If the investigations appear to substantiate the allegations, interview the Employee/s concerned with the Union Delegate and/or a witness (nominated by the Employee) present. At the interview, ensure the Employee is given clear details of the allegations against him/her, and if he/she so requests, is given the opportunity to defend him/herself and explain his/her version of the relevant matters, with the assistance of the Union Delegate and/or nominated witness. The Union Organiser may, at the request of the Employee, be invited to participate.

Step 3 - If the Employee's defence or explanation cannot be substantiated, or is not acceptable to the Operations Manager and the serious misconduct substantiated by witnesses justifies instant dismissal, the dismissal must be immediately communicated to the Employee when such decision is made by the Operations Manager. Dismissal for serious misconduct will not entitle the Employee to notice, or payment in lieu of notice. Only the Operations Manager can authorise and implement a decision to instantly dismiss an Employee.

Step 4: - If requested by the Employee, he/she should also be given a Statement of Employment detailing his/her period of service and the nature of duties performed therein, and a separate document specifying the reasons for termination.

C. SUSPENSION PROCEDURES:

Where the Company considers that an allegation of Serious Misconduct is sufficiently serious to warrant it, an Employee may be suspended without pay. This suspension shall be imposed in the presence of a witness (who may be the Union Delegate) nominated by the Employee, when a Written Notice of Suspension shall be issued to the Employee. The suspended Employee shall sign the Notice and leave the premises immediately.

The period of the suspension shall be only to cover the period reasonably necessary for the formal and thorough investigation by the Operations manager. Normally this should occur by the next working day or shift.

At any meetings or interviews conducted during the formal investigation by the Company, the Employee shall have the right to have the Union Organiser and/or Delegate to assist and represent him/her.

Following the formal investigation process, the Operations Manager shall interview the Employee and advise him/her the outcome of the Company's investigations. If the Company finds that there was no serious misconduct or that the conduct was too minor to warrant suspension, the Employee shall be paid the appropriate rate for the working time lost as a result of his/her suspension.

23. Sick Leave

- 23.1 An amount of \$50.00 per month shall be paid to an employee who works full 7.6-hours shifts on all available working days during Boise Cascade's trading month.
- 23.2 An additional amount of \$300.00 shall be paid at the end of a six (6) month period to an employee who worked full shifts on all available working days during this period. This period will be deemed to be a "rolling" period of six (6) months, i.e. if an employee is in the first month, the next available six-month block or period would commence the next month.
- 23.3 Where an employee has worked a five (5) month period without absence and becomes ill in the sixth month, a pro-rata payment shall be made equivalent to 66% of the six (6) month incentive payment, i.e. \$200.00

NB: The abovementioned incentive arrangements will enable an employee who works all available shifts over forty-eight (48) weeks and takes four (4) weeks annual leave, to receive a payment of \$1,200.00 (12 months x \$50.00, plus two payments of \$300.00).

- 23.4 The incentive payments detailed above, cover periods of annual leave provided the employee has provided Boise with a minimum of two (2) weeks notice of the intention to proceed on annual leave.
- 23.5 The incentive payment is not applicable when an employee is absent and in receipt of workers compensation payments.

24. Safety Net Insurance Program

- 24.1 Subject to the Company being able to arrange appropriate insurance coverage without being required to contribute more than a total of 1% of the annual payroll for permanent employees covered by this agreement, the Company will provide, Insurance Cover for Income Protection, WorkCover Top-Up, and Journey Accidents.
- 24.2 The extent of the Insurance Cover is set out in Schedule 3 of this Agreement. Provided however that the Insurance Cover and associated benefits specified in Schedule 3 may, during the annual renewal of the

associated policy, alter during the life of this Agreement to enable the premium to meet the 1% cap specified in sub clause 24.1 hereof.

- 24.2 The details of the Insurance Cover will be available on request to all employees covered by this Agreement.

25. Union Picnic Day

- 25.1 The Company will allow, as an additional Public Holiday to those prescribed in the Award, the Union Picnic Day nominated by the NUW.
- 25.2 An alternative day will be agreed on between management and each employee concerned. Furthermore that day off shall be arranged as to ensure that the company premises continue to operate efficiently, with each employee being able and required, to take the substitute day by arrangement with the employer spread throughout the calendar year.

26. No Extra Claims

Neither party shall seek any further terms and conditions of employment other than those set out in this Agreement for the duration of the Agreement. Employee's who enter into this agreement shall not seek or make any claims on the Employer for any historic issues which occurred prior to this Agreement being signed.

27. Union Recognition and Membership

- 27.1 For the purpose of this agreement, the company recognises the National Union of Workers, NSW Branch (NUW), as being the Union that shall have exclusive representation of the Employees in related classifications covered by this Agreement. This exclusive representation will extend to all terms and conditions of employment, whether or not those terms and conditions are subject to this Agreement or not.
- 27.2 All new Employees shall be given an application form to join the National Union of Workers at the point of induction, and will be introduced to the Union Delegate within the induction period.
- 27.3 The Company undertakes, upon authorisation, to deduct Union Membership Dues weekly, as levied by the Union in accordance with its Rules, from the pay of any Employee who is a member of the Union, and to send the said moneys to the Union at the beginning of each month, together with all necessary information to enable the reconciliation and crediting of subscriptions to each Union Member's Account.

28. Trade Union Training Leave

Union delegate or elected work place representative with more than 6 months continuous service shall, with approval of the Union and upon application in writing, shall be granted up to 5 days leave with pay per calendar year, non-cumulative, to attend courses conducted by the Union.

- 28.1 The application to the Company must be in writing and include the nature, content and duration of the course to be attended.
- 28.2 The granting of leave pursuant to this clause, shall be subject to the employee or the Union giving not less than 25 working days notice of the intention to attend such course or such lesser period of notice as may be agreed by the Company.
- 28.3 The granting of leave pursuant to this clause shall be subject to the Company being able to make adequate staffing arrangements amongst current employees during the period of such leave.
- 28.4 An employee on leave approved in accordance with this clause, shall be paid all ordinary time earnings. For the purpose of this clause ordinary time earnings for an employee means the classification rate, superannuation and shift loading which otherwise would have been payable.

- 28.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- 28.6 An employee may be required to satisfy the Company of attendance at the course to qualify for payment of such leave
- 28.7 An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.

29. Structural Change

- 29.1 If the Employer requests an employee to move from one site to another for operational reasons, the employer will give reasonable notice of its intention to the affected employee/s.

If issues arise in relation to such matters, the parties will attempt to resolve any differences by consultation and mutual consent.

- 29.2 If structural change in the workforce becomes necessary due to the company's contractual relationships with third parties (e.g. Commonwealth Bank), the company undertakes to discuss any matters affecting the employees with the employees and the union, allowing enough time for discussion to resolve any issue, such as redundancies, that might arise.

SIGNATURES:

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For and on behalf of Boise Office Solutions

Date: 9 November 2004

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For and on behalf of National Union Of Workers , Nsw Branch

Date: 6 December 2004

SCHEDULE 1

SKILL-BASED CLASSIFICATION GRADING STRUCTURE

GRADE 1

A Storeperson and Packer - Grade 1, shall be an employee, who has undertaken sufficient straining so as to enable him/her to perform within the scope of this level and who has been appointed by the company to perform such work on a continuous basis. An employee at this level performs work to the level of their training and:

- A. Performs services as a Storeperson and Packer and has satisfactorily acquired the skills relevant to the enterprise at this level.
- B. Responsible for Assuring quality of work;
- C. Possesses sound interpersonal and communication skills;
- D. May be required to use materials handling equipment (MHE) which requires licensing/certification, e.g. forklift, cherry picker, but only on a casual basis.
- E. Able to perform the following tasks:-

1. Inventory and stores control;
2. VDU Operation using basic keyboard skills to carry out stores work;
3. Routine maintenance of stores equipment and machinery.

GRADE 2

A Storeperson and Packer - Grade 2, shall be a person who performs any of the following jobs on a continual basis.

- a. Forklift Driver
- b. Invoicing Operator
- c. Carousel Operator

GRADE 3 - (LEADING HAND):

A Storeperson and Packer - Grade 3, shall be an employee, who has undertaken sufficient training so as to enable him/her to perform within the scope of this level in addition to the work of lower grades and who has been appointed by the company as either a Leading Hand in charge of a team and as an Operator of Computer Technology used for high-level inventory and stock control.

An employee appointed in this capacity performs work to the level of their training; and

- A. Able to work from complex instructions and procedures;
- B. Able to co-ordinate work in a team environment under general supervision;
- C. Responsible for assuring quality of work;
- D. Understands and is responsible for their own quality control;
- E. Possesses a sound level of interpersonal and communication skills;
- F. Sound working knowledge of all stores duties performed at levels below this grade, exercise discretion within scope of this grade, and has a good working knowledge of the employer's product;
- G. May perform work requiring minimal supervision, either individually or in a team environment;
- H. May also be responsible for quality control of the work of other Storepersons and Packers without being responsible for their direction. The employee shall be aware of Boise Policy on Quality Assurance.

CLASSIFICATION REVIEW

During the period of this Agreement a review of the existing classification structure will be carried out to assess its applicability and appropriateness to the work carried out under this Agreement.

Nothing in this clause shall be read so as to cause any employee to be automatically re-classified to a higher level.

Should there be any disagreement as to the applicability and appropriateness of the current structure, then the status quo shall remain until such time as, and if, agreement is reached.

SCHEDULE 2

WAREHOUSE WAGE RATES

Grade	January 2004		January 2005		January 2006		January 2007	
	Per Hour \$	Per Week \$	Per Hour \$	Per Week \$	Per Hour \$	Per Week \$	Per Hour \$	Per Week \$
1	16.06	610.53	16.71	634.95	17.35	659.40	17.99	683.77
2	16.66	633.26	17.33	658.59	17.99	683.95	18.66	709.26
3	17.52	666.05	18.23	692.69	18.93	719.36	19.63	745.98

Casuals, whether directly engaged, or through an Agency, receive the above hourly rate for their Grade, plus the Award Loadings.

Leading Hands or Grade 1 Employees called upon to use the Forklift, shall receive the Award hourly allowance for such work (currently 59 cents per hour) so long as the Forklift work is in excess of 10 minutes.

Other Allowances (First-Aid, Meal, etc.) to apply as per the Award

For rates of pay for casuals employed to perform the back to school tasks see clause 9.8 hereof.

SCHEDULE 3

GROUP INCOME PROTECTION/ WORKCOVER TOP UP AND JOURNEY INJURY INSURANCE

Death + Capital Benefits	\$100,000 (Journey Injury Insurance Only)
Weekly Benefits:	85% of salary or \$1200 (as defined whichever is the lesser (as per policy)
Benefits Period:	104 Weeks (as per policy) 52 Weeks for 60 years and over
Excess:	Nil (Journey Injury Only) 28 Days (Workcover Top Up) 28 Days (Income Protection)