

ENTERPRISE AGREEMENT

NO: E.A. 26 /1996

DATE REGISTERED: 22-1-96

PRICE: \$ 78-00

COMPOSITE BUYERS LIMITED

NSW ADMINISTRATION OFFICES

ENTERPRISE AGREEMENT

24TH AUGUST, 1995

COMPOSITE NSW ADMINISTRATION OFFICES ENTERPRISE AGREEMENT

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PART 1 - SCOPE

24th August, 1995

COMPOSITE NSW ADMINISTRATION OFFICES ENTERPRISE AGREEMENT

1. PARTIES BOUND AND AREA OF OPERATION

This Agreement is between Composite Buyers Limited and the Federated Clerks Union of Australia, NSW Branch and its officers and members and all the clerical and administrative employees of

Composite Buyers NSW Administration Offices and Moorebank Distribution Centre, at 3 Moorebank Avenue & 1 Helles Road, Moorebank, respectively, who would otherwise be covered by the Clerks in Retail (General) Shops (State) Award.

The parties to this agreement declare that this agreement was not entered into under duress by any party to it.

2. PURPOSE AND PERIOD OF OPERATION

This Agreement will take effect from the date of registration and operate from the first full pay period on or after registration, and will remain in force for a period of one (1) year.

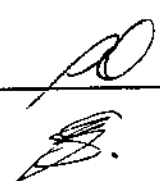
In consideration of receiving the benefits available upon the commencement of this Agreement, the Union and employees agree that they are committed to a process of continuously improving productivity, efficiency and flexibility.

This Agreement between the Federated Clerks Union and Composite Buyers Ltd reflects continuing change in traditional management/union relationships. This new agreement has been developed with proper consideration to changes that have occurred in the industry and are likely to occur in the future, to ensure a commitment of making Composite Buyers Ltd and its warehouse and offices a first class operation.

This Agreement has at its core the movement from a control to a commitment driven organisation whereby employees covered by the Agreement will attain greater skill flexibilities and access to a career path. They will have greater participation in decision making and involvement in matters which have an impact on their working environment. This will mean greater control over their work priorities, structure and outputs and the acceptance of greater responsibility and accountability.

This Agreement encompasses the values of Composite Quality Leadership and has a key objective and desire to deliver both enterprise flexibility and employee satisfaction necessary to achieve best practice and superlative customer service in all of CBL's Administration and Warehouse operations.

24th August, 1995



COMPOSITE NSW ADMINISTRATION OFFICES ENTERPRISE AGREEMENT

3. RELATIONSHIP TO OTHER AWARDS/AGREEMENTS

It is agreed that this Agreement, the rates of pay, classifications and conditions of employment expressed within it are substituted for **ALL** rates of pay, classifications and conditions expressed elsewhere.

This Agreement totally regulates wages and conditions and constitutes a closed Agreement in settlement of all matters for its duration. It prevails over all wages and conditions previously covered by the Clerks in Retail (General) Shops (State) Award, or any other award which would otherwise apply. Any increases deemed by the NSW or Federal Industrial Relations Commissions to apply to employees covered by Enterprise Agreements, will be paid. Any increases which may otherwise arise from national or state wage cases shall not apply provided the rates do not fall below the award.

This Agreement applies only Composite's Administration Offices and Moorebank Distribution Centre and is not to be used as a precedent at any other site which is owned or operated by Composite Buyers Limited or any subsidiary of Composite Buyers Limited or any Company which is part of the same group of companies to which Composite Buyers Limited belongs. Nor shall any agreement negotiated with any subsidiary or other Company within the group of Companies be used as a precedent for future negotiations at the Administration Offices and Distribution Centre.

4. ONGOING AGREEMENT REVIEW

Two months prior to the expiration of this Agreement the Company will consult with employees and employee representatives/union delegates with a view to amending or replacing, (by consent), this Agreement from the expiry date.

5. NO EXTRA CLAIMS/CONTINUITY OF PRODUCTION

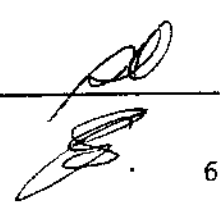
It is a term of this Agreement that the union will not pursue any extra claims, for award or over-award provisions, during the life of this Agreement.

The Company and the FCU agree that disputation arising from causes not associated with the relationship between the Company and its employees are to be avoided where possible.

The Union commits to communicate to the Company as early as possible any impending external issues that may give rise to disputation and to seek a co-operative process to avoid such disputation.

Normal production and business operation shall not be affected by any such disputation, actual or impending where possible. Local grievances will be dealt with by application of the agreed grievance procedures.

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PART 2 - TERMS AND CONDITIONS

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6. CLASSIFICATIONS OF EMPLOYEES

Employees covered by this Agreement are employed as clerical administrative employees, regardless of grading.

Employees will be notified in writing, by the Company, of their grade, and any subsequent changes to their grade.

Staff will be required to work within their skills competency training, as directed and if there is not sufficient work in their main role, they will be required to assist others in their own section or in other sections of the business as required, within clerical administrative functions.

At all levels, staff are responsible and accountable for their own work, are self directed in their day to day functions, and perform their duties under varying degrees of general supervision.

Staff will be graded by the company according to the skills used in their principle function and will be required to use any one or more of the skills noted in the appropriate classification. Additionally, all employees may be required to perform duties at the lower grades to which they are classified. Such duties may be performed as an ongoing part of a persons position and/or when assisting in other areas.

Staff at all grading levels will be required to train others in the skills of their grade and/or lower grades.

A. GRADE 1

(i) MACHINE OPERATION - SKILL LEVEL 1

Operate telephone/intercom systems, telephone answering machines, facsimile machines, photocopiers, franking machines, guillotines.

(ii) INFORMATION HANDLING SKILLS - SKILL LEVEL 1

Receive, sort, open, distribute incoming mail, process outgoing mail, receive incoming and dispatch outgoing courier mail, deliver messages and documents to appropriate persons/locations:

Prepare and collate documents:

Sort and file documents/records accurately in correct location/sequence using an established paper based filing system.

(iii) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - SKILL LEVEL 1

Acquire and apply a limited knowledge of office procedures and requirements.

B. GRADE 2

(i) (a) Machine Operation - Skill Level 2

Operate adding machines, switchboard, paging system, telex machine, typewriter and calculator.

(b) Computer - Skill Level 1

Use knowledge of keyboard and function keys to enter and retrieve data through computer terminal.

(c) Keyboard Typing - Skill Level 1

Copy type at 25 words per minute with 98% accuracy.

(ii) INFORMATION HANDLING SKILLS - SKILL LEVEL 2

Maintain mail register and records.

Maintain established paper based filing/records systems in accordance with set procedures including creating and indexing new files, distributing files within the organisation as requested, monitoring file locations.

Transcribe information into records, complete forms, take telephone messages.

(iii) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - SKILL LEVEL 2

Acquire and apply a working knowledge of office or sectional operating procedures and requirements. Acquire and apply a working knowledge of the organisation's structure and personnel in order to deal with enquiries in first instance, locate appropriate staff in different sections, relay internal information, respond to or redirect enquiries, greet visitors.

(iv) BUSINESS/FINANCIAL SKILLS - SKILL LEVEL 1

Keep appropriate records.

Sort, process and record original source financial documents (e.g. invoices, cheques, correspondence) on a daily basis, maintain and record petty cash, prepare bank deposits and withdrawals and do banking.

C. GRADE 3

(i) (a) Machine Operation - Skill Level 3

Operate computerised radio telephone equipment, micro/personal computer, printing devices attached to personal computer, dictaphone equipment, typewriters.

(b) Keyboard Typing - Skill Level 2

Produce documents and correspondence using knowledge of standard formats, touch type at 40 words per minute with 98% accuracy, audio type.

(c) Computer - Skill Level 2

Using one or more software application package(s) developed for a micro/personal computer to operate and populate a database, spreadsheet/worksheet to achieve a desired result, graph previously prepared spreadsheet, using simple menu utilities of personal computer.

Following standard procedures or template for the preceding functions using existing models/fields of information. Create, maintain and generate simple reports.

Use a central computer resource to an equivalent standard.

(d) Word Processing - Skill Level 1

Use one or more software packages to create format, edit, proof read, spell check, correct, print and save text documents, e.g. standard correspondence and business documents.

Apply additional functions such as search and replace, variable fonts, moving and merging across documents and simple maths.

(ii) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - SKILL LEVEL 3

Apply a working knowledge of the organisation's products/services, functions, locations and clients.

Respond to and act upon most internal/external enquiries in own function area.

(iii) INFORMATION HANDLING SKILLS - SKILL LEVEL 3

Use and maintain a computer-based record management system to identify, access and extract information from internal sources.

Maintain circulation, indexing and filing systems for publications, review files, close files, archive files.

(iv) BUSINESS/FINANCIAL SKILLS - SKILL LEVEL 2

Maintain financial records and journals, collect and prepare time and wages records, prepare accounts payable for authorisation, respond to simple account queries from debtors, post transactions to ledger.

D. GRADE 4

(i) (a) Keyboard Typing - Skill Level 3

Format complex documents including technical data, technical language, tables, graphs, text design, indexing, variable type face, produce documents requiring specified form or to comply with regulations or standards.

(b) Computer - Skill Level 3

Apply knowledge of intermediate functions to manipulate data, i.e. modify fields of information, develop new basic databases or spreadsheet models, spreadsheet, perform reconciliation.

(c) Word Processing - Skill Level 2

Use one or more software packages to apply advanced functions such as text columns, money columns, tables, e.g. to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.

(ii) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - SKILL LEVEL 4

Provide detailed advice and information on the organisation's products and services, respond to client/public/supplier and internal organisation enquiries, within own function area, using such techniques as personal interview and liaison, explain organisation's viewpoint to clients and appropriate persons, using knowledge of internal/external regulatory requirements related to own function area.

Acquire and use specialist vocabulary, i.e. technical within the scope of this grade.

(iii) INFORMATION HANDLING SKILLS - SKILL LEVEL 4

Create new forms of files and records as required using computer-based record systems, e.g. customer/client/supplier and subscription lists.

Access, identify and extract information as required from external sources, e.g. databases, libraries, local authorities.

(iv) BUSINESS/FINANCIAL SKILLS - SKILL LEVEL 3

Prepare cash payment summaries, banking reports, apply purchasing and inventory control requirements, reconcile debtors, creditors and general ledger accounts to balance, follow up unpaid accounts by telephone liaison/interview, prepare documentation on overdue accounts for senior officers or referral to debt recovery processes, calculates wage and salary requirements including tax, superannuation and other deductions and transfer payments for authorisation, calculate stock valuations, prepare bank reconciliations, calculate costings using established formulae for all inputs and margins.

(vi) SUPERVISORY - SKILL LEVEL 1

Allocate work tasks to individuals, check work progress and correct errors.

E. GRADE 5

(i) (a) Computer - Skill Level 4

Use a variety of application software packages within a micro/personal computer network including importing data from one package to another.

Evaluate usefulness or applicability of software program (using existing software programs) and recommend preferred solutions to meet new or different application requirements.

Use advanced spreadsheet functions (e.g. Macro functions etc.) to enhance operation of the spreadsheet.

Use a central computer resource to an equivalent standard.

(b) Word Processing - Skill Level 3

Use all preceding word processing functions and integrate word processing software with other application software packages to produce complex text and data documents.

Apply knowledge of desk top publishing to integrate complex documents.

Apply advanced functions including Macros, moving columns for complex formatting of documents such as multi-column reports and presentations, including booklets. Apply complex maths functions.

(ii) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - SKILL LEVEL 5

Apply detailed knowledge of industry in which the organisation operates to complex issues/arrangements in such areas as consumer/client services, special products/service knowledge, and respond within established internal/external regulatory parameters and policies.

Indicative Specialist Skills include:

Apply detailed knowledge of customs law and regulations to overseas sales and ordering.

Apply detailed knowledge of inventory/stock requirements to obtain competitive quotations and initiate purchasing.

Apply detailed knowledge of internal/external regulatory parameters and policies relating to industrial employment law, occupational health and safety, workers compensation claims procedures, superannuation requirements.

(iii) INFORMATION HANDLING SKILLS - SKILL LEVEL 5

Develop, plan and implement new paper based/manual filing record systems for the enterprise, assist in and/or separately undertake research (locate/solicit, summarise/extract and interpret information) related to function areas.

(iv) BUSINESS/FINANCIAL SKILLS - SKILL LEVEL 4

Prepare a trial balance, prepare end of period adjustments and transfers using general journal, prepare financial tax schedules for periodic tax requirements such as payroll, sales and group tax returns, reconcile general ledger accounts determine costings by calculating input costs and margins.

Apply detailed knowledge of organisations credit terms to new accounts and following up significant debtors, prepare periodic debtor statements.

(v) SUPERVISORY - SKILL LEVEL 2

Resolve operational problems for staff in lower grades, co-ordinate work flow within a section or unit, and counsel and advise staff who are under routine supervision.

F. GRADE 6

(i) COMPUTER - SKILL LEVEL 5

Operating/co-ordinating a group of computers such as a small multi-user system or a large group of personal computers which may include operating a help desk, running and monitoring batch jobs and performing regular back-ups and restores.

(ii) ENTERPRISE/INDUSTRY, SPECIALIST SKILLS - SKILL LEVEL 6

Apply knowledge of the organisation's objectives, performance, apply specialist knowledge, in areas such as projected growth, product trends, and general industry conditions, e.g.

- ▶ Knowledge of competitors and major clients market structure in the performance of own responsibilities.
- ▶ Import/export activities.

Indicative Specialist skills include:

Use knowledge of basic statistics to interpret data from spreadsheets, statistical tables, graphs and frequency tables in the performance of own responsibilities.

Administration of workers compensation claims, insurance and disputed claims.

(iii) SUPERVISORY - SKILL LEVEL 3

Plan and organise work priorities of a unit or section, reschedule workloads as necessary and resolve operational problems for unit or section, monitor work quality of those supervised, use observations, diagnosis and intervention skills to ensure unit/section meets objectives, organise and chair necessary work meetings/conferences, assist in planning future sectional/office organisational resources and equipment needs.

(iv) BUSINESS/FINANCIAL SKILLS - SKILL LEVEL 5

Administer individual salary packages, travel expenses and allowances, company transport. Administer specialist salary and payroll requirements, e.g. Eligible Termination Payments, Superannuation Trust Deed Requirements, Redundancy Calculations, Maintenance Support Schemes, etc.

7. TERMS OF ENGAGEMENT

(a) Employees are to be engaged as full time, part-time or casual employees, as follows:

(i) Full-time Employees

A full time employee is an employee who works an average of 36 ordinary hours per week, equally spread over not less than 8, nor more than 9 days per fortnight.

(ii) Part-time Employees

A part-time employee is an employee who works scheduled hours each week (minimum of 4 hours per day), with a minimum 12 hours and a maximum 30 hours per week. Part-timers will be paid the appropriate hourly rate as for full-timers.

(iii) **Casual Employees**

Casual employees will be employed at an hourly rate equivalent to one thirty-sixth of the appropriate weekly wage plus 15%, PLUS 1/12 (for holidays) calculated to the nearest cent, any part of a cent not exceeding one half to be disregarded. Casuals may be employed on a minimum of 4 hours per engagement and a maximum of 8 hours (36 per week) with the proviso that casuals may work overtime.

N.B: The 1/12 payment will be excluded for calculation of overtime rates.

- (a) "A Working Week" for all purposes of this Agreement and relevant legislation shall be 36 hours (or the scheduled hours as set for part timers).
- (b) Except as to casual employees, employment is on a weekly basis.
- (c) The Company will indicate clearly to an employee at the time of engagement the terms of his/her engagement.
- (e) Whilst staff are principally employed in one work area or section, it will be at the discretion of supervisors to direct staff to other duties and/or other sections as required within their skills competency training in clerical/admin. duties.

8. COUNSELLING & DISCIPLINARY PROCEDURE

- (a) The company requires all employees to maintain a fair and reasonable output of work, to protect company property, to co-operate willingly with the company, act in a fair and reasonable manner towards fellow employees and to comply with all reasonable instructions from management. Likewise the Company will maintain the normal standard of decorum towards employees.
- (b) When an employee's performance in any area is of a standard unacceptable to the Company, the formal counselling and warning system set out below will be implemented. The formal counselling and warning system includes the use of formal written notification.

(c) Formal Counselling and Warning System

Step 1: Counselling

The employee will be counselled by the Supervisor or Manager. It will be the employee's option to have the union delegate or another representative present during the process. The employee will be advised (in writing) that failure to show the required improvement will result in proceeding to Step 2 of this procedure. The counselling will be placed on file and shall remain on file for a period of three months.

Step 2: First Warning

The first warning is issued to the employee by the Supervisor or Manager in the presence of the employee's union delegate or nominee. The employee can request that the delegate not be present. The warning will be placed on file and will remain on file for a period of six months. The employee will be advised (in writing) that failure to show the required improvement will result in proceeding to Step 3 of this Procedure.

Step 3: Final Warning

The final warning is issued to the employee by the Supervisor or Manager in the presence of the employee's union delegate, (or nominee). The warning will be placed on file. Copies of the written warning will be provided to the employee's union delegate and the Supervisor. The formal warning remains effective for 6 months. The employee is advised (in writing) that failure to show the required improvement will result in termination of employment with the company. Every employee shall have the right to inspect the formal warning file relating to their own warnings to ensure their accuracy.

Step 4: Termination of Employment

The employee is advised by the Manager that the employee's services are to be terminated for a further breach of duties and obligations for which the employee has received previous counselling and written warnings. The employee's union delegate must be present, unless the employee requests the delegate not to be present, or prefers another witness.

(d) Summary Dismissal

The formal counselling and warning system shall not apply to an employee who performs an act of serious and wilful misconduct. Such an act warrants instant dismissal and the offending employee will be advised in writing by the Supervisor or Manager of the reason for termination of employment.

9. TERMINATION OF EMPLOYMENT

(a) An employee may be summarily dismissed (instantly) for dishonesty, misconduct, neglect of duties, or for absence from work without reasonable cause provided that such conduct justifies instant dismissal, and in the event of such dismissal the employee shall only be paid for the time actually worked.

(b) **In all other cases employment may be terminated by either party:**

(i) in the first 12 months of employment, one week's notice.

(ii) thereafter by the provision required by the Industrial Relations Act 1988 (for action taken by the Company), or one week's notice (for action taken by an employee).

(c) Payment in lieu of the notice or forfeiture of wages in lieu of notice prescribed in sub-clause (b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of that period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his/her employment not been terminated shall be used.

(e) The period of notice in this Clause shall not apply in the case of casual employees.

(f) Should the introduction of mechanisation or technological change result in one or more employees becoming redundant, the company will give at least 6 months notice before the introduction of such mechanisation or change. If this is not practicable, the Company will give as much notice as is practicable.

(g) Where a genuine redundancy situation applies, refer to Appendix A and Schedule 1, thereof, attached.

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10. CERTIFICATE OF SERVICE

Any employee when leaving or being discharged from his or her employment will be given, by the Company, a statement in writing on Company letterhead (2 copies) stating the date when such employment began and the date when such employment terminated.

11. RATES OF PAY/ALLOWANCES

(a) Rates of pay:

**Weekly Rates:
Effective 1st full
pay period on or after:**

		<u>REGISTRATION</u>	<u>6 MONTHS LATER</u>
	RATES AS $\frac{1}{2}$ OF GRADE 3		
<u>GRADE</u>			
1	92.10	445.32	454.22
2	97.05	469.25	478.63
3	100.00	483.51	493.18
4	106.66	515.71	526.03
5	115.05	556.28	567.41
6	124.64	602.65	614.70

	(% OF SENIOR RATE)		
<u>GRADE 1</u>			
16 YRS	50	222.66	227.11
17	60	267.19	272.53
18	70	311.72	317.95
19	80	356.26	363.38
20	90	400.79	408.80
21 & OVER		445.32	454.22
SENIOR CASUAL (HOURLY RATE)		15.40	15.72
(O/T RATE)		14.22	14.51

<u>GRADE 2</u>			
16 YRS		234.63	239.32
17		281.55	287.18
18		328.48	335.04
19		375.40	382.90
20		422.33	430.77
21 & OVER		469.25	478.63
SENIOR CASUAL (HOURLY RATE)		16.24	16.56
(O/T RATE)		14.99	15.29

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GRADE 3

16 YRS	241.75	246.59
17	290.11	295.91
18	338.46	345.23
19	386.81	394.54
20	435.16	443.86
21 & OVER	483.51	493.18
SENIOR CASUAL (HOURLY RATE)	16.73	17.06
(O/T RATE)	15.44	15.75

GRADE 4

16 YRS	257.85	263.02
17	309.43	315.62
18	361.00	368.22
19	412.57	420.82
20	464.14	473.43
21 & OVER	515.71	526.03
SENIOR CASUAL (HOURLY RATE)	17.84	18.20
(O/T RATE)	16.47	16.80

GRADE 5

16 YRS	278.14	283.71
17	333.77	340.45
18	389.40	397.19
19	445.02	453.93
20	500.65	510.67
21 & OVER	556.28	567.41
SENIOR CASUAL (HOURLY RATE)	19.25	19.63
(O/T RATE)	17.77	18.12

GRADE 6

16 YRS	301.33	307.35
17	361.59	368.82
18	421.86	430.29
19	482.12	491.76
20	542.39	553.23
21 & OVER	602.65	614.70
SENIOR CASUAL (HOURLY RATE)	20.85	21.27
(O/T RATE)	19.25	19.64

NB: Warehouse clerks will be paid an additional 1¼% of the appropriate classification.

(b) Allowances:

- (i) First Aid Allowance - where an employee is a qualified First Aider and appointed by the Company as a First Aid Officer, they will be paid an allowance of \$5.70 per week or pro-rata in the case of part time employees.

- (ii) Meal Allowance - as per Clause 21 the Meal Allowance payable is \$7.20.
- (iii) Car Allowance - as per Clause 22 the Car Allowance payable is:
 - vehicles up to 2000 cc \$0.37 per kilometre
 - vehicles of 2000 cc or more \$0.41 per kilometre

12. OCCUPATIONAL SUPERANNUATION

(a) Definitions

- (i) "Fund". In this Clause all references to "Fund" means the Clerical & Retail Employees Superannuation Fund (CARE) or the Composite Buyers Superannuation Fund (CBSF).
- (ii) "Ordinary Time Earnings". In this clause the terms "Ordinary Time Earnings" includes the classification rate, over award payments, shiftwork premiums, service grants, casual loadings and any penalties and allowances where such are part of the employees normal earnings, excluding overtime, travel, meals, or annual leave loading.
- (iii) "Approved Superannuation Scheme". For the purposes of this Clause approved superannuation scheme means a scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant government requirements.

(b) Company Contributions

The Company will make a superannuation contribution to the Fund on behalf of eligible employees, of an amount equivalent to 3% of the employees ordinary time earnings. In addition to award superannuation (3% mentioned above), the company will contribute to the level to meet the Superannuation Guarantee Legislation. Where an employee is a member of CARE or CBSF contributory funds, the Company undertakes to contribute on a \$ for \$ basis (max. 5%), provided that any such contribution shall count towards the Company's obligations under the Superannuation guarantee legislation.

Payments will be made on a monthly basis and cover pay periods completed in that accounting month.

(c) Eligibility

Employers will only be required to make contributions in accordance with this Clause in respect of permanent employees, who have been employed by the Company continuously for a period of one month, or as prescribed by Superannuation Guarantee Legislation.

In relation to casual employees, the prescribed contributions will become payable on the accumulation of 390 hours (continuous service) with the Company, or as prescribed by the Superannuation Guarantee.

Employees who become eligible to join the Fund will, in addition to contributions under sub-clause (b) be entitled to a once only contribution by the Company to the Fund in respect of the qualifying period. Such contribution shall be equivalent to contributions under sub-clause (b).

(d) Company Contributions During Leave Without Pay

Where an employee is absent on leave without pay - whether or not such leave is approved, no contribution from the Company will be due in respect of that employee during and in respect of the period of unpaid absence.

(e) Employee Contributions

Employees who may wish to make contributions to the Fund additional to those being paid by the Company pursuant to sub-clause (b) are entitled to authorise the Company to pay into the Fund from the employee's wages amounts specified by the employee.

Employee contributions to the Fund requested under this sub-clause shall be made in accordance with the rules of the Fund.

(f) Cessation of Contributions

The obligation of the Company to contribute to the Fund in respect of an employee will cease on the last day of such employee's employment with the Company.

13. PAYMENT OF WAGES

- (a) All wages will be paid by medium of electronic transfer directly into a bank or financial institution account designated by the employee.
- (b) Wages will be paid weekly (on Tuesdays), by electronic funds transfer.

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- (c) The Company will make payment of \$100 nett annually to compensate for fees. Payment to be made with the first pay on or after 1 July each year to employees engaged at that time. Such payment is not pro-rata and is a nett amount (i.e. after tax)
- (d) Upon termination of employment, monies due (excluding Superannuation) will be paid on the termination date and during working hours provided prior notice of termination has been given by either party.
- (e) On pay day the Company will state to the employee in writing those details as required per the NSW Industrial Relations Act 1991.
- (f) If an employee fails to notify the pay office of a change of bank account at least 7 days prior to the next pay day, the Company will not accept the responsibility for delays in the transfer of wages to the new account or for the transfer of wages to the old account.
- (g) If an employees' wages are not in their nominated account by the end of their normal shift on pay day, , a cash advance will be made by the Company, as soon as practicable. Such advance will be repaid to the Company immediately on receipt of wages.

14. HOURS OF WORK (OTHER THAN SHIFT WORKERS)

- (a) The number of hours to constitute an ordinary week's work will be not more than 36 (averaged over a fortnight), Monday to Saturday.

Such hours will be worked between 7.00 am and 6.00 pm, and 6.00 am to 6 pm for warehouse clerks (only) 6 months after commencement of this agreement, on not more than 9 days per fortnight, Monday to Saturday. Times for starting and finishing for employees once having been fixed will not be altered without giving 7 days notice to the employees.

The introduction of 4 consecutive 9 hour days may be instituted with the introduction of Saturday work as part of ordinary hours. If Saturday work is introduced, it would be only on a voluntary basis for existing employees, but will be a condition of employment for new employees (ie. employees commencing after the operation date of this Agreement). Existing employees may elect to retain a Monday to Friday 9 day fortnight.

- (b) All staff are required to clock on and off on entering and leaving the premises - this includes lunch time and any other time during the day if leaving the site. Falsifying a time card (for ones self or a fellow employee) will be deemed as misconduct and dealt with accordingly.

15. ROSTERED DAYS OFF

- (a) All permanent full-time staff will be given at least one Rostered Day off per fortnight. This will be a fixed day, and may be any day of the week. Provided that where an employee currently has a Monday or Friday, this will continue where practicable, for so long as it meets the needs of the business. This fixed day may be changed by the Company permanently, to meet the needs of the business - such a change would require 2 weeks notice, unless otherwise agreed. Any proposed change would be discussed with the employee beforehand, to consider alternatives.
- (b) Where there is a genuine reason, either party may approach the other with a view to changing a scheduled RDO for a substitute day.
- (c) An employee who is on an RDO will not be entitled to any other form of paid leave. RDO's falling in a period of Annual Leave or Long Service Leave will not extend the period of such leave.
- (d) Where a rostered day off falls on a public holiday , a substitute day will be determined by mutual consent.
- (e) Rostered days off do not accrue to any employee absent on leave without pay.

16. OVERTIME

An overtime rate will be paid for all work done as follows:

- (a) In excess of ordinary hours as prescribed in Clauses 7, 14 and 18, or
- (b) Outside the spread of hours as prescribed in Clauses 7, 14 and 18.

The overtime rate is time and a half for the first 2 hours and double time thereafter calculated on a daily basis, and paid in increments of 30 minutes and will be in substitution for shift penalties where such penalties apply.

- (c) Provided that where part-time employees are given 1 weeks notice to work extra hours to cover for a full-time employee, (within the spread of hours prescribed in Clauses 7, 14 and 18 and not exceeding 36 hours), they shall be paid for such extra hours at the normal hourly rate and not at overtime rates. Part-timers cannot be forced to perform such extra hours, but may opt to do so.

17. HIGHER DUTIES

An employee relieving in a higher grade other than during meal times, will be paid the higher rate whilst so relieving.

An employee relieving a salaried staff member and performing the majority of their duties, will receive a relief allowance of \$75.00 per week (i.e. \$2.08 per hour) whilst so relieving.

This clause does not apply to employees being trained to perform the duties in a higher grade.

No employee will suffer any reduction in wages if temporarily employed on work other than that on which they are regularly employed and for which a lower rate of pay is provided.

18. SHIFT WORK

- (a) Any employee who consents to perform shift work, may be engaged as either an afternoon shift, night shift or early morning shift worker, upon shifts in accordance with the provisions of this clause.

- (b) Afternoon shift means any shift finishing after 6.00 pm and at, or before midnight.

Afternoon shift will work ordinary hours Monday through Saturday inclusive.

- (c) Night shift means any shift finishing after midnight and at or before 8.00 am and any shift where ordinary hours commence prior to 5.00 am (4.00 am for warehouse). Night shift will work ordinary hours Sunday night through Friday night inclusive.

- (d) Early morning shift means any shift commencing between 5.00 am and 7.00 am, (or 4.00 am & 6.00 am in warehouse) Early morning shift will work ordinary hours Monday through Saturday inclusive.

- (e) The ordinary hours of such shift work will not exceed 36 in any one week, to be worked on not more than five shifts.

Such ordinary hours are to be worked continuously on each shift, except for a thirty minute meal break taken not more than 5 hours after the commencement of the shift. Such meal break is counted as time worked.

- (f) **Allowance**

Shift workers whilst engaged on afternoon shifts will be paid 17 per cent more than the ordinary rate for such shifts. A night shift worker will be paid 20 per cent more than the ordinary rates for such shifts. An early morning shift worker will be paid 7 per cent more than the ordinary rates for such shifts. Shift allowances will not count where such overtime is worked.

- (g) Casuals employed on shift work will be paid on an hourly basis equivalent to 1/36th of the appropriate weekly wage, plus the appropriate shift allowance, plus 15% loading and 1/12th for holidays.

19. PUBLIC HOLIDAYS AND SUNDAY WORK

- (a) Full time & part time employees, will be entitled to the following public holidays without deduction of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Queens' Birthday
Anzac Day
Labour Day
Christmas Day, and
Boxing Day,

together with any other statutory and/or gazetted public holidays for the State.

Work done on any of the above holidays will be paid for at the rate of double time and one-half with a minimum payment of three hours.

But if any other day be by Act of Parliament or Proclamation substituted for any of the above named holidays, then the special rate will be payable only for the day so substituted.

For RDO's falling on a public holiday - refer to Clause 15 (c). An employee absent on unauthorised leave the day before or after any Public Holiday noted herein may forfeit wages for the day(s) absent, as well as for the Public Holiday, unless he/she is able to provide good reason for the absence.

- (b) All full time & part time employees, employed as at the 1st July each year will also be allowed a Picnic Day, to be taken by mutual agreement with the Company, to meet the needs of the business.
- (c) The special rate for all work done on Sundays is double time, with a minimum payment of 4 hours.

20. MEAL BREAK AND REST INTERVAL

- (a) All employees (except shift workers) will be entitled to a paid rest interval of 10 minutes and an unpaid meal break as follows:
 - (i) when working more than 4 hours, but 5 hours or less - 1 rest interval, OR
 - (ii) when working more than 5 hours - 1 rest interval and 1 meal break of not less than half an hour to be taken between the hours of 12 noon and 2.00 pm.
- (b) Provided that if, by mutual agreement, an employee is required to work through their meal break, they may be given a meal break at an alternate time or will be paid at the rate of double time for the break not taken.
- (c) Times for rest intervals and meal breaks will vary depending on which section one works in. Some sections may be split, to meet the needs of the business.
- (d) An employee working overtime, more than 2 hours after their normal ceasing time, will be allowed thirty minutes for an evening meal, within 2 hours of normal finishing time.

21. MEAL ALLOWANCE

Any employee who is required to work overtime more than 2 hours after their normal ceasing time, will be paid a meal allowance (in accordance with Clause 11(c)ii), in addition to overtime rates as prescribed in this Agreement. Such meal allowance will be paid in cash.

Such allowance will be payable to warehouse clerks when working 2 full hours (a.m and/or p.m) overtime on a day.

Should an employee undertake to work such overtime qualifying them for a meal allowance, and then fail to work the full period of overtime so instructed, they will forfeit such allowance.

This clause will not apply in relation to overtime hours on Saturdays, Sundays or Public Holidays, except where Saturday is worked as part of ordinary hours.

22. FARES AND TRAVELLING TIME

Employees, required to travel on company business, will be reimbursed any extra fares or expenses, along with payment for any extra time spent travelling.

Should an employee be required to use their own vehicle for company business, they will be paid an allowance in accordance with Clause 11(c) (iii) where an employee is required to use a company vehicle, they will provide the company with a copy of their current Drivers Licence and take all reasonable care in such usage. Any behaviour to the contrary will be dealt with accordingly.

23. SECURITY

No employee without permission of a person at least at the level of supervisor, will take and consume any Company product, take and secrete Company product on his/her person or in his/her clothing or take Company product from the premises. Failure to observe this requirement may render an employee liable to dismissal and prosecution. It is a condition of entry that management has the right to inspect any bag, (with the exception of personal hand bags smaller than the size of a standard A4 sheet of paper), parcel or other receptacle being carried whilst entering or leaving Company premises (for inspection of cars on site, see Clause 24). Carrying firearms or other offensive weapons on Company premises, unless authorised, is expressly forbidden.

24. STAFF CAR PARKING

All motor vehicles and motor cycles brought on to the Companys' site are only to be parked in the designated area at the owners'/drivers' risk. The Company is not liable for any damage or theft which may occur on its site.

Parking on-site is conditional on the basis that drivers open vehicles (boots, tool boxes etc.) for inspection, if requested by supervisory or security personnel. Drivers not wishing to comply must park off-site.

PART 3 - LEAVE PROVISIONS

24th August, 1995

25. ANNUAL LEAVE

- (a) See NSW Annual Holidays Act, 1944, as amended.
- (b) An employee who is on a period of leave, in accordance with the said Annual Holidays Act, is entitled to an additional payment, calculated on the basis of a loading of 17.5%. Shift workers will receive either this 17.5% or their shift loading (not both); whichever is the greater.

Such loading will be payable on the taking of leave, where such leave is due.
- (c) Except where an employee is dismissed for misconduct, the loading prescribed herein will be paid on termination of employment, where annual leave is outstanding at the time of termination. This provision does not apply to pro-rata annual leave.
- (d) All leave applications must be submitted to a supervisor on the 'green' annual Leave/Absence form, at least one month prior to the commencement of leave. No commitments should be made to bookings until after leave has been approved.

26. SICK LEAVE/ABSENCE

- (a) (i) A full time or part time employee who after not less than three months continuous service with the Company, is unable to attend for duty during their ordinary working hours by reason of personal illness or incapacity, including incapacity resulting from injury within the Workers' Compensation Act, 1987, is entitled to be paid at ordinary time rates of pay for the time of such non-attendances; provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation. Provided however, that once an employee has had three month's continuous service with the Company they may be paid for any absence owing to illness during the first three months.
- (ii) He/she will, within four hours (or as soon as possible) of the commencement of such absence, inform the Company of his/her inability to attend for duty, and, as far as possible, state the nature of injury or illness and the estimated duration of the incapacity.

COMPOSITE NSW ADMINISTRATION OFFICES ENTERPRISE AGREEMENT

- (iii) He/she will prove to the reasonable satisfaction of the Company or, in the event of a dispute, the Industrial Commission that he/she is or was unable on account of such illness, to attend for duty on the day or days for which payment under this clause is claimed.

On return to work from absence or sick leave (i.e. at the beginning of the shift) employees must complete a 'blue' Sick and Absence Form and give it to their supervisor.

- (iv) He/she will not be entitled to sick leave in excess of the following:

In the first year of employment (after 3 months service) - 36 hours.

In the second year and subsequent years employment - 57.6 hours.

- (v) The rights under this clause accumulate from year to year so that any hours which have not been allowed in any year, may subject to the conditions prescribed by this clause, be claimed by the employee and will be allowed by the Company in a subsequent year of employment.

- (b) For the purposes of this clause continuous service is deemed not to have been broken by:

- (i) Any absence from work on leave granted by the Company; or

- (ii) Any absence from work by reason of personal illness, injury or other reasonable cause; proof whereof shall in each case, be upon the employee.

Provided that any time so lost is not taken into account in computing the qualifying period of three months

- (c) Such leave as outlined in this Clause (provided that at least 1 week's leave per annum is preserved for sick leave) may be taken for the purposes of family leave, i.e. to care for sick family members, i.e. Children, Spouse, Parents or other Family members living with the employee, or otherwise as defined in the State Family Leave Case - May, 1995 (I.R. Commission NSW).

- (d) Provided that where the Company has reasonable proof to suspect that an employee has abused their entitlements under this clause the Company and the Union will investigate and discuss the matter.

24th August, 1995

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27. LONG SERVICE LEAVE

See NSW Long Service Leave Act, 1955, as amended.

28. COMPASSIONATE LEAVE

- (a) An employee will on death of a wife, husband, father, mother, brother, sister, child, step child, grandchild, parent-in-law, foster parent or grand parent be entitled on notice to leave 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 three ordinary days work.

In the case of attendance of a funeral of such relation outside Australia such leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in five ordinary days work.

Proof of such death will be furnished by the employee to the satisfaction of the Company if so requested, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral, they are entitled to one day only, unless they can demonstrate to the Company that additional time up to a period of three days was justified.

Provided that this clause has no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purposes of this clause, the words 'wife' and 'husband' do not include a wife or husband from whom the employee is legally separated but does include a person who lives with the employee as a de facto wife or husband.

29. PARENTAL LEAVE

See NSW Industrial Relations Act, 1991, (NB: This includes Maternity and Paternity Leave).

30. JURY SERVICE

- (a) An employee will be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee will be paid the difference between the jury service fees received and the employee's actual rate of pay as if working.

An employee is required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirements as soon as practicable after receiving notification to attend for jury service.

31. ACCIDENT PAY/OCCUPATIONAL HEALTH AND SAFETY

See Workers Compensation Act, as amended.

(a) In line with legislative requirements, the Company will do its' utmost to ensure the health safety and welfare of its employees. Employees must co-operate with the Company in this regard and exercise a duty of care to themselves and others.

(b) The Company's obligations under the Occupational Health and Safety Act, in light of current medical evidence, require that smoking is not allowed in all buildings at the Moorebank site.

Employees may therefore only smoke prior to commencement of duties and during designated breaks - outside the building.

(c) Any person who is affected by alcohol or drugs at the work place is a danger to themselves and their workmates.

While at work, the consumption of alcohol or any other drug (other than prescribed by a medical practitioner) is forbidden, and offenders will be instantly dismissed.

Provided that any prescribed drug which may affect ability to work, will be advised to the Company in recognition of employees duties under the Occupational Health and Safety Act.

Any person affected by alcohol or drugs who poses a health or safety risk in the workplace will be counselled.

An employee with a drink or drug problem may require counsel or medical or therapeutic assistance. Disclosure of this will be treated in confidence and will in no way affect his/her future employment, providing he or she is prepared to make a genuine attempt to overcome the problem. The Company will do all it reasonably can to help such people.

(d) To ensure correct information is always available, employees should notify the Pay office, of any change of address and phone number, as soon as practical after a change. Also - emergency contacts should be kept up to date and any changes notified accordingly.

PART 4 - GENERAL PROVISIONS

32. UNION MEMBERSHIP

- (a) Representatives - Employees who are elected by their fellow employees as employee representatives/union delegates and whose names are notified by an official of the Union to the Company, will be recognised as such by the Company.
- (b) New Employees on commencement will be advised of their right to join a trade union and will be advised that the Federated Clerks Union (ASU New South Wales Clerical & Administrative Branch) would be the appropriate union for clerical and administrative employees. They will be advised who the on-site union delegates are and union delegates will be advised when new employees commence.
- (c) Training leave (unpaid) will be provided to recognised representatives, so long as it is approved by the Company and meets the needs of the business. Such unpaid leave should not exceed 2 weeks per calendar year per recognised representative.

33. AGREEMENT DISPLAY

A copy of this Agreement will be on display for all employees, and a copy provided to all current and new employees.

34. GRIEVANCE PROCEDURE

Subject to the NSW Industrial Relations Act 1991, grievances or disputes will be dealt with as follows:

- (a) The employee will in the first instance refer the matter to their immediate supervisor, with an employee representative/union delegate if the employee so desires.
- (b) If the matter is still not resolved, the employee, employee representative/union delegate and supervisor will refer the matter to the supervisors' Manager and/or the Human Resources Manager.
- (c) If agreement is not reached, the matter is then referred to the Union Organiser.
- (d) If the matter is still not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.

COMPOSITE NSW ADMINISTRATION OFFICES ENTERPRISE AGREEMENT

(e) While the above procedure is being followed, normal work must continue and the status quo remains.

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

(f) The Company may be represented by an industrial organisation of employers or any other agent it wishes to appoint and the employees may be represented by the Federated Clerks Union for the purpose of each procedure.

(g) Notwithstanding the above, it is recognised that an employee may contact the union at any time.

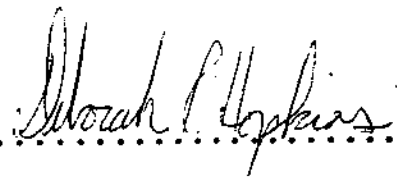
(h) For disputes of a general nature, the above procedure will be followed from (c) onwards, whereby the Union organiser will attempt to settle the matter with the Company in the first instance.

35. RIGHT OF ENTRY

See NSW Industrial Relations Act, 1991.

36. SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF)
COMPOSITE BUYERS LIMITED)
ACN 004 201 343 AT MOOREBANK)
IN THE STATE OF NEW SOUTH WALES)
ON THE²⁷.....DAY)
OF ...^{September}.....1995)



SIGNED FOR AND ON BEHALF OF)
THE FEDERATED CLERKS UNION OF)
AUSTRALIA, NEW SOUTH WALES BRANCH)
ON THE ...^{21st}.....DAY OF)
...^{September}.....1995)



24th August, 1995

APPENDIX "A"

AGREEMENT BETWEEN COMPOSITE BUYERS LTD, ACN 004 201 343

AND

ITS CLERICAL EMPLOYEES

AND

THE FEDERATED CLERKS UNIONS OF AUSTRALIA, NSW BRANCH

This is an Agreement entered into between Composite Buyers Ltd, ACN 004 201 343, a Company having its NSW office at 3 Moorebank Avenue, Moorebank, in the State of New South Wales (hereinafter referred to as the 'Company'), its clerical employees and the Federated Clerks Union of Australia, NSW Branch.

The Agreement will be in place for the period specified in the Agreement and will only come into effect in those circumstances where a genuine redundancy situation applies. It provides for a fair and reasonable benefits to be paid to its employees who may for whatever situation be made redundant.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

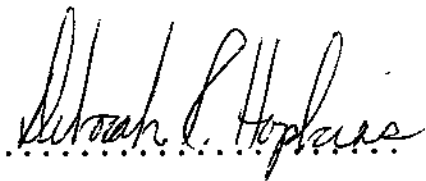
1. Redundancy benefits under this Agreement are provided for permanent clerical employees with the Company, at their offices situate at 3 Moorebank Avenue, Moorebank and warehouse at 1 Helles Avenue, Moorebank as at the date that a genuine redundancy situation is notified by the Company to its employees.
2. Such employees are entitled to those benefits detailed in Schedule 1 to the Agreement.
3. The Agreement will remain in place for the duration of the Enterprise Agreement between the parties.
4. As much notice as possible will be given to any employee who is to be made redundant if and when such a situation should arise.
5. In the event of a genuine redundancy situation, termination of employees may be on a scheduled basis to facilitate the continued operation of the Company's operation.
6. During any notice period, the Company will give appropriate consideration to the scheduling of an individual's rostered days off to allow an employee to pursue alternate employment.
7. Employees who gain alternate employment during any notice period will be required to give the Company at least 1 weeks' notice.

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

- 8. For the purpose of this Agreement and calculation of entitlements as detailed in Schedule One to the Agreement, all payments will be made on the basis of an employee's ordinary weekly rate of pay at the time that a genuine redundancy situation arises.
- 9. The Company agrees to facilitate on-site access to the Commonwealth Employment Service, in order to assist employees subject of any genuine redundancy situation.
- 10. Nothing in this Agreement shall restrict the right of the Company to dismiss any employee for misconduct. Any employee so dismissed, shall not be entitled to receive any payments which may otherwise have arisen from this Agreement.

This is a one off Agreement and is not to be viewed as a basis for any renewed redundancy agreement or precedent for any future redundancy negotiations.

SIGNED FOR AND ON BEHALF OF)
 COMPOSITE BUYERS LIMITED)
 ACN 004 201 343 AT MOOREBANK)
 IN THE STATE OF NEW SOUTH)
 WALES ON THE ... 8th ... DAY)
 OF ... December 1995.)



.....

SIGNED FOR AND ON BEHALF OF)
 THE FEDERATED CLERKS UNION OF)
 AUSTRALIA, NSW BRANCH, ON THE)
 ... 7th ... DAY OF ... December)
 1995.)



.....

LT308-A



SCHEDULE ONE

1. Four (4) weeks pay for each completed year of permanent service, or part thereof.

Employees forty (40) years of age and over will be paid five (5) weeks for each completed year of permanent service or part thereof.

2. Four weeks notice will be given, OR, four weeks pay in lieu of notice will be paid to all permanent employees made redundant.
3. Payment of all outstanding annual leave with a leave loading of 17½%.
4. Payment of all outstanding sick leave entitlements as at the date of separation.
5. Payment of pro-rata long service leave to those employees who have completed twelve (12) months' continuous service at the time of separation. Pro-rata payment will also be made in respect to completed months of service.
6. The Company will provide a written reference to employees in the form of a statement of employment showing reasons for termination.
7. In the event of the death of an employee who is entitled to these benefits after having been notified of their redundancy, the redundancy remuneration shall be paid directly into the Estate of the deceased.

SIGNED FOR AND ON BEHALF OF)
COMPOSITE BUYERS LIMITED)
ACN 004 201 343 AT MOOREBANK)
IN THE STATE OF NEW SOUTH)
WALES ON THE 8th ... DAY)
OF December 1995.)

Michael Hopkins

SIGNED FOR AND ON BEHALF OF)
THE FEDERATED CLERKS UNION OF)
AUSTRALIA, NSW BRANCH, ON THE)
7th DAY OF December 1995.)

Paul

[Handwritten initials]
[Handwritten signature]