

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/90

TITLE: Corporate Express Australia Limited Enterprise Partnershi
Agreement

I.R.C. NO: 2001/4799

DATE APPROVED/COMMENCEMENT: 2 August 2001/1 January 2001

TERM: 31 January 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 12 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees who perform work covered by the Storemen and packers General (State) Award

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

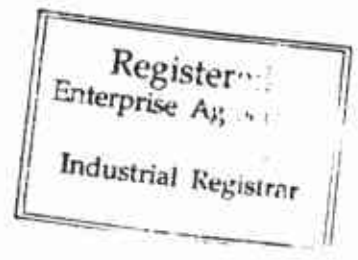


Ex1

CORPORATE EXPRESS AUSTRALIA LIMITED ENTERPRISE PARTNERSHIP AGREEMENT



**WAREHOUSE STAFF
EPSOM ROAD
ROSEBERY**

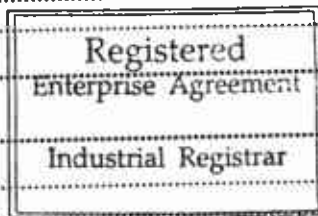


JANUARY 2001- JANUARY 2003



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1 GENERAL

1.1 PARTIES

The parties of this agreement are:

- Corporate Express Australia Limited CAN 000 728 398 Rosebery Distribution Centre ("CEAL")
- National Union of Workers, New South Wales Branch ("Union")

This agreement shall apply to all employees as defined in clause 1.3

1.2 TERM OF THIS AGREEMENT

This agreement will commence on 1 January 2001 and continue until 31 January 2003.

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

1.3 DEFINITIONS

In this agreement unless the context otherwise requires:

"Acquired Company" means any company acquired by CEAL.

"Authorised Meeting" is a meeting, which complies with the guidelines in clause 14.

"Award" means the Storeman and Packers General (State) Award.

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

"Committee" means the Committee referred to in clause 10.

"Distribution Centre" means the warehouse and distribution facilities located at 67 – 77 Epsom Road, Rosebery, New South Wales.





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

"Ordinary Pay" means the ordinary time rate of pay for an employee's normal hours of work, all amounts payable to the employees in respect of those hours (eg: Shift allowance, first aid allowance) and all amounts payable under an employee's contract of employment, but does not include overtime and other allowances referable to overtime.

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

"Standard Hourly Rate" means the applicable rate specified in Appendix C (according to the relevant classification or grade of the Employee), as increased in accordance with Clause 3.

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

"Union Meeting" is the organised collective gathering of employees of CEAL who are members of the Union.

1.4 INTERPRETATION

In this Agreement:

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



1.5 NO FURTHER CLAIMS

During the term of this Agreement, neither the Union nor the Employees or CEAL shall make any further claim in relation to the conditions of employment, unless such claim is:

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



1.6 WHOLE AGREEMENT

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

2 WORK HOURS & SHIFTS



2.1 CASUAL EMPLOYEE WORK REQUIREMENTS

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

2.2 WORK HOURS, SHIFT ALLOWANCES

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

- a) The hours to be worked will be between the span of hours 6am to 6pm;
- b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least 14 days notice to the employees concerned, unless otherwise agreed by the parties.
- c) A day worker, that is, an employee who works his or her ordinary hours between 6am to 6pm, Monday to Friday, will not be entitled to an additional shift allowance. A shift worker may be assigned hours outside standard day hours, but will be paid the appropriate shift allowance as specified below, on the basis of when a shift starts or finishes, as the case may be:

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



2.3 MEAL ALLOWANCE

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

2.4 SHIFT BREAKS

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

Tea Break: 2 x 10minute breaks

Meal Break: 1 x 30minute break

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

2.5 OTHER ALLOWANCES PAYABLE

Type of Allowance	Application of Allowance
Single Employee	Per provisions contained in clause 10 (IV) of the award
Dirty work	Per provisions contained in Clause 19 of the Award
Hot Places	
Wet Places	
Obnoxious Materials	Per provisions contained in Clause 20 of the Award

No other allowances are to be paid, unless specifically dealt with in this Agreement.

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3 INCREASES TO HOURLY RATE

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

The increase will be an increase on the preceding year's standard hourly rates for grades and individual wages of 5% for the year 2001 and 4% for the year 2002.

4 ATTENDANCE BONUS

In lieu of an Attendance Bonus, there will be an increase of 1% on the Standard Hourly Rates for Grades and individual wages to occur on the 1st of January 2001. These rates are reflected in Appendix C.

5 FIRST AID ALLOWANCE

From time to time CEAL may appoint appropriately qualified Employees as First Aid Attendants. During any period in which an Employee holds the position of First Aid Attendant and / or is fulfilling the duties of a First Aid Attendant, the Employee will be entitled to a First Aid Allowance of \$10.00 per week.

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

6 PAYMENT MECHANISM



6.1 TIMING

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



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

All termination payments in lieu of notice of termination made under this Agreement will be made on the next regular weekly pay date following the date of termination.

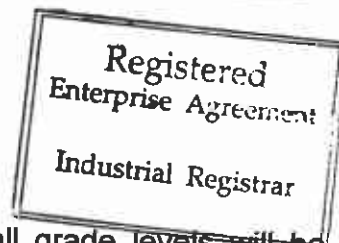
6.2 ERRORS

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

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

7 JOB VACANCIES AND NEW EMPLOYEES

7.1 JOB VACANCIES



- a) All Distribution Centre position vacancies for all grade levels ~~will be~~ advertised internally for a period of not less than 48 hours. Notification of vacancies and position requirements will be placed on the Distribution Centre noticeboard. Applicants responding to an internal advertisement shall be full time permanent Employees unless otherwise agreed by CEAL and the Union Delegates.
- b) All internal applicants must notify the person specified in the advertisement as to their interest in the position within the time frame specified in the advertisement. All other terms and conditions of the job advertisement will apply.
- c) All internal applicants for vacancies will be assessed on the basis of their qualification, knowledge, experience, attitude, past accomplishments, aptitude and potential.
- d) Any successful applicant will be advised as to why they were selected. Any unsuccessful internal applicants will be advised why they were not selected.
- e) After giving due consideration to all internal applicants, if in CEAL's view, an appropriate internal applicant is not identified, CEAL will seek external applications.



7.2 FILLING OF JOB VACANCY

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

7.3 NEW EMPLOYEES: PROBATION

- a) It is not the intent of this clause to address short-term operational requirements.
- b) At the commencement of permanent employment an employee will be required to complete a 3-month probation period. A probationary employee's employment may be terminated at any time during the probationary period in accordance with clause 7.3c.
- c) Monthly performance reviews will occur between the employee and the area manager and will include an employee nominated person or a union delegate unless otherwise stated by the employee. The employee's general performance will be assessed on the basis of their knowledge, attitude, accomplishments, aptitude and potential. At the successful completion of 3 months probation the department manager will review the employees performance reviews. If satisfied, the department manager will authorise that the employee ceases probation and commences permanent employment. If the employees work performance is unsatisfactory at any time throughout the three month period, and if after appropriate counselling from the manager has taken place the problem is not rectified, the employee can be terminated.
- d) The first three months of the employee's employment will count towards the total of 6 months required for progression to Grade 2 as shown in Appendix B.

7.4 COMPANY INDUCTION TRAINING

Upon commencement of employment an employee shall participate in an induction program designed to familiarise him or her with his or her job, the Distribution Centre, fellow employees, OH&S and the CEAL vision.





8 CASUAL EMPLOYEES: LIMITATION

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

9 LEAVE



9.1 ANNUAL LEAVE: CLOSE DOWN

CEAL reserves the right to close its operations once a calendar year, and require employees to take any accumulated annual leave. For example, CEAL may close down the Distribution Centre between Christmas and New Year.

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

9.2 PICNIC DAY

All full time permanent employees will be entitled to one paid picnic day falling on 24th December 2001 and the 27th December 2002.

10 JOINT CONSULTATIVE COMMITTEE (JCC)

10.1 CONSTITUTION OF THE COMMITTEE

As soon as reasonably practicable after commencement of this Agreement, the parties will establish a JCC, which will consist of:

- 3 CEAL representatives and
- 6 Employee representatives, including at least one union delegate (at least two shifts and three functional areas to be represented),



Or such other number of members as the parties may agree up to a maximum of 9 members. All members of the Committee must be full time permanent employees of CEAL. The employee representatives must be duly elected by the employees in a democratic secret ballot, within one month following the ratification of this Agreement.

The employee representatives will hold office for the life of the Agreement or until a new Agreement is in place, whichever is the greater.

If a Committee member vacates his or her position on the Committee, that position will be filled by the person with the next highest number of votes in the ballot.

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

10.2 FUNCTIONS OF THE COMMITTEE

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

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

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





11 PERFORMANCE MANAGEMENT

This clause does not apply to casual employees.

No employee shall receive a counselling or written warning if they had not been provided with a copy of their job description and procedures of their specific job.

All employees shall receive one verbal counselling before being issued with a written warning.

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

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

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

Period of continuous service with CEAL	Notice Period
Not more than 1 year	1 week
More than 1 year, but no more than 3 years	2 weeks
More than 3 years, but no more than 5 years	3 weeks
More than 5 years	4 weeks

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

12 SAFETY BREACHES

12.1 FINAL WARNING

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

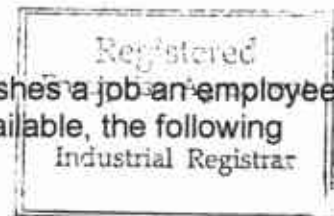
12.2 IMMEDIATE TERMINATION

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

13 TERMINATION OF EMPLOYMENT

13.1 REDUNDANCY

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



- a) A period of four weeks' notice, or payment in lieu, plus;
- b) Severance payment of four weeks ordinary pay for each year of completed service, plus;
- c) Where an employee is aged over 45 years and has a minimum of two years continuous service with CEAL at the time of termination, a loading of 25% shall apply to their severance payment as provided at sub-clause (b);
- d) Procedural guidelines for the application of this clause shall be determined by the parties.



13.2 INSTANT DISMISSAL

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

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

13.3 CASUAL EMPLOYEES

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

14 UNION MEETINGS



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

- a) Management shall be informed at least 24 hours prior to a union meeting, with verbal notification as to the issues to be discussed. All such meetings must have prior authorisation from CEAL management.
- b) CEAL will allow adequate time per month paid for, to be used for union meetings. Where that agreed time is exceeded, the employees shall not be paid for such time, unless otherwise agreed upon by the parties;
- c) No single meeting will be held for longer than 30 minutes unless given prior consent from CEAL;
- d) A union delegate shall brief management no longer than 1 working day after a meeting has taken place, as to any issues arising out of the meeting;
- e) These conditions do not limit the parties during a dispute.

Outside the authorised meetings time (ie: if the union meeting is not an authorised meeting) no employee will be entitled to be paid for the period the employee is absent from work duties.

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

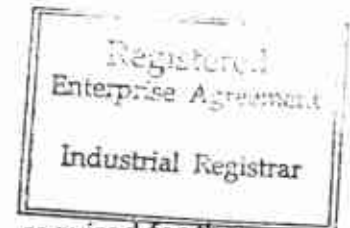


15 DISPUTE RESOLUTION PROCESS

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

- a) Any grievance must be initially dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authorisation, if unresolved initially.
- b) The dispute arising out of employment shall be referred by the union delegate to the appropriate supervisors and managers. Their aim should be to try and resolve the matter equitably and promptly within their own capacity.
- c) If the dispute is not resolved at this level, the matter shall be discussed between the union delegate and representatives of senior management appointed for this purpose.
- d) Failing settlement at this level between CEAL and the union delegate, the union delegate shall refer the dispute within twenty four hours to the union organiser who will take the matter up with management. All efforts shall be made by the organiser and CEAL to settle the matter.
- e) Failing settlement, the state secretary of the union and the relevant representative of CEAL may also be involved at this stage.
- f) During discussions, status quo shall remain, and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute. This does not apply in relation to the termination of an employee's employment.
- g) At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

16 TRAINING



- a) CEAL training for all grades will be specific to those skills required for the employee to carry out the tasks in their functional work area. These skills will be noted in the various job descriptions for each role. While Management is responsible for the development of an Employee's job description, input from Employees and/or Delegates will be sought when developing new job descriptions.
- b) Grade Level 5 Employees will also be required to undertake company provided, hands-on training in OH&S, Management, Communication, Leadership and Computer literacy skills. These courses will also be available to Grade 4 employees based on business needs.



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

17 SUPERANNUATION

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

18 ACCRUED ROSTERED DAYS OFF

- a) All permanent employees will have the option to participate in the RDO system at anytime in accordance with the R.D.O rules.
- b) All new employees will be notified by management of their option to participate in the RDO system.
- c) All employees employed at the date of this Agreement will have the option to "opt in" or "opt out" of the RDO system.
- d) If an employee is taken off the system for non compliance of the rules, or removes him or herself, that employee will have the option to re-join the system after a period of 12 months.
- e) If CEAL or an employee requests a change to their working hours, the employee will be given a 2 - week window in which to change their option.
- f) All employees who wish not to participate in the system, can at anytime change their option.

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APPENDIX A

ACCRUED ROSTERED DAY OFF (RDO) SYSTEM RULES

The following rules will apply to RDO's:

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

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APPENDIX B

JOB PROFICIENCY CLASSIFICATION GRADE PROGRESSION TABLE

Grade	Entry	Criteria Required	Details
Casual Employee		Numeracy, Literacy, Mechanical aptitude, OH&S awareness	Will be skilled in basic CEAL processes. No probation period exists for casual employees, as they can only become a permanent employee, under probation by successfully applying for, and gaining a Base Entry Level Grade 1 internally advertised position
1	Base	0 months to 6 months of permanent employment	The area manager is responsible for ensuring that training is relevant and fulfils the requirements of the persons issued job description
2	Advanced	6 months to 12 months of permanent employment	Demonstrate to the area manager their abilities in the current job role, as per their issued job description
3	Generalist	12 months and greater	Demonstrate the ability to continue to perform their job role, as per their issued job description
4	Specialist	A specialist employee trained and skilled specifically in a particular role	Functions such as Receipting, Inventory/Op's, Courier Dispatch, and Pick Desk, will be classified as a Grade 4 role. Any employee working in these roles on a continual basis will be paid as a Grade 4 employee. Selection of an individual to this level will be determined using the criteria as set out in clause 7 of this agreement
5	Functionalist	A key functional employee trained and skilled specifically in a particular functional area	Functions such as Picking, Checking, Packing, Dispatch, Put Away, Dock, New Products, Full-case, Lot 2 etc. should have at least one key Grade 5 employee so long as the total number in this grade does not exceed 10% of the total permanent workforce. Selection of an individual to this level will be determined using criteria as set out in clause 7 of this agreement

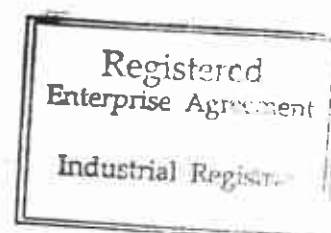
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APPENDIX C

GRADE RATES

Grade Level	Entry	Gross Standard Hourly Rate of pay as at 01/01/2001
Casual Employee	N/A	paid the relevant award allowances on the appropriate enterprise agreement rate
1	Base	\$14.7672 per hour (\$553.77 per week)
2	Advanced	\$15.3585 per hour (\$575.94 per week)
3	Generalist	\$15.9492 per hour (\$598.10 per week)
4	Specialist	\$16.8374 per hour (\$631.40 per week)
5	Functionalist	\$17.7164 per hour (\$664.37 per week)






APPENDIX D

Executed as an AGREEMENT

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

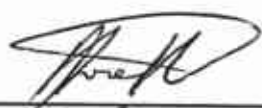


Signature
Date: 10/4/01




Witness Signature

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



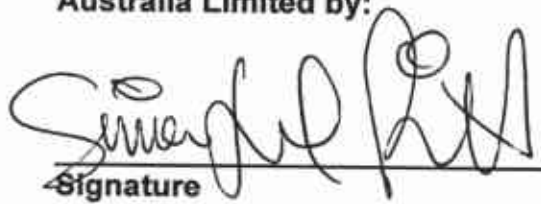
Signature *per F. BERAN*
Date: 8/6/01



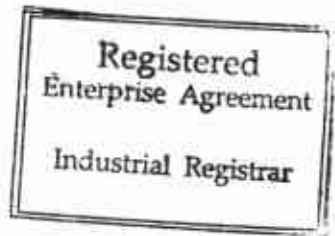
Witness Signature **JENNIFER
LORD, J.P.**

NON PARTY EXECUTION BY THE EMPLOYEES:

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



Signature
Date: 9.4.2001





Witness Signature