

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/284

TITLE: John Danks & Son Pty Ltd (New South Wales) Certified Agreement 2004

I.R.C. NO: IRC4/5542

DATE APPROVED/COMMENCEMENT: 22 September 2004 and commenced 27 July 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 November 2004

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees in Warehouse Operations employed by John Danks & Son Pty Ltd New South Wales, located at 15, Huntingwood Drive Huntingwood NSW 2148, who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: John Danks & Sons Pty Ltd -&- the National Union of Workers, New South Wales Branch

JOHN DANKS & SON PTY LTD NEW SOUTH WALES CERTIFIED AGREEMENT 2004

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Annexure E1 - Position: Team Leader - Level 4

Annexure E2 - Position: Supervisor - Pools - Level 5

Annexure E3 - Position: Supervisor - Receiving - Level 5

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Annexure E5 - Position: Senior Supervisor - Despatch - Level 6

1. Title

This Agreement shall be known as the John Danks & Son Pty Ltd (New South Wales) Certified Agreement 2004.

2. Application

This Certified Agreement shall apply at all:

John Danks & Son Pty Ltd, New South Wales Warehouse Operations.

To all employees who are otherwise bound by terms of the Storeman & Packers, General (State) Award in so far as these provisions relate to the parties referred to in Section 3 of this Certified Agreement.

3. Parties Bound

The parties to this Certified Agreement are:

- (a) John Danks & Son Pty Ltd (hereafter "Company");
- (b) National Union of Workers (NSW Branch) (thereafter "NUW")

4. Commencement and Duration of Certified Agreement

This Certified Agreement shall operate from the date of Certification and shall remain in force until 27th July 2007

The rates of pay contained in Section 7 of this Certified Agreement take effect on and from the date of certification. Employees covered by this Certified Agreement at the date of certification will be paid the rate of pay in accordance with Section 7 on and from the first full pay period after the date of certification.

5. Relationship to Parent Award

This Certified Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers General (State) Award provided that where there is any inconsistency between this Certified Agreement and Storeman and Packers General (State) Award, this Certified Agreement shall take precedence to the extent of the inconsistency.

6. Objectives of the Certified Agreement and Measures to Increase Productive Performance

Objectives:

The objective of the Certified Agreement is to improve the productive performance of the New South Wales Distribution Centres. This agreement will build on and further consolidate the improvements generated in the previous agreements.

7. Wages and Allowances

Position Descriptions and pre-requisites of each Level are described in Annexures A-E5 of the Certified Agreement. For further information, refer to the Company's Classification Structure Manual.

Permanent Full time, Temporary & Casual rates,

- (a) The weekly wage to be paid from the first full pay period after the date of certification shall be an increase of 6% on the previous rates:

Entry Level	Storeperson (3 months)	\$589.10
Level 1:	Qualified Storeperson	\$615.10
Level 2:	Advanced Storeperson	\$633.20
Level 3:	Skilled Storeperson	\$665.60
Level 4:	Team Leader	\$694.50
Level 5:	Supervisor	\$765.60
Level 6:	Senior Supervisor	\$837.20

- (b) From the first full pay period after July 27,2005, the following wage rates shall apply. This is an increase of 5% on the previous rates

Entry Level:	Storeperson (3 months)	\$615.55
Level 1:	Qualified Storeperson	\$645.85
Level 2:	Advanced Storeperson	\$664.85
Level 3:	Skilled Storeperson	\$698.90
Level 4:	Team Leader	\$729.20
Level 5:	Supervisor	\$803.90
Level 6:	Senior Supervisor	\$879.00

- (c) From the first full pay period after July 27,2006, the following wage rates shall apply. This is an increase of 5% on the previous rates

Entry Level:	Storeperson (3 months)	\$646.30
Level 1:	Qualified Storeperson	\$678.15
Level 2:	Advanced Storeperson	\$698.10
Level 3:	Skilled Storeperson	\$733.85
Level 4:	Team Leader	\$765.65
Level 5:	Supervisor	\$844.10
Level 6:	Senior Supervisor	\$922.95

8. Higher Duties Allowance

An employee requested by the Company to undertake Supervisor or Team Leader duties on a temporary basis shall be paid at the rate applicable to that Level, providing that such temporary duties:

- a) are not performed by the Team Leader as part of his /her responsibilities in that position
- b) are for 4 hours or more on any one day and shall be paid at the higher Level rate for the whole day
- c) are for 3 days or more in a pay week (Sunday to Saturday) and shall be paid at the higher Level for the whole pay week

For the purpose of Subsection 8. (c), payment for less than full area of supervisory responsibility will be at Level 4 (refer Section 7). Payment for full supervisory responsibility will be at Level 5 of Section 7.

- d) if involving the supervision of staff, shall not incur the allowance until the Company has formally notified the relevant staff of the temporary appointment.

If an employee is asked to undertake a supervisory or Team Leader role on the first day of the Supervisor's or Team Leader absence, payment will be made in accordance with Subsection (b) of this Section.

9. Temporary Employees

- (a) Temporary employees are staff who are employed for a specified period not exceeding six months
- (b) Unless otherwise agreed to by the company & the employee, a temporary employee that exceeds six months continuous service will be offered permanent employment.
- (c) Ordinary hours of work, exclusive of meal times, shall not exceed an average of thirty-eight hours per week
- (d) Rostered Days Off (RDO) shall not apply to temporary employees
- (e) Temporary employees shall be paid the Entry Level rate of pay (refer Section 7)

10. Casual Employee's

- (a) Proportion of Casual Staff to Permanent Staff

The Company accepts that the proportion of casual staff to permanent staff should not exceed 25%. Should the Company have occasional need to exceed the proportion of 25% of casual staff, this should be done in consultation with the NUW which will not unreasonably withhold its consent.

- (b) Casual Employee Pay Rates

Casual employees shall be paid an hourly rate equal to one/thirty-eighth of the Entry Level rate plus 20% calculated to the nearest half-cent with a minimum payment on any one day of four hours.

- (c) Duration of Casual Employment

The Company and Agency accepts that casual staff should not be retained for longer than six months without a decision being taken as to such staff's suitability for permanent employment with the Company. Such a decision will take note of long-term staffing requirements, reference checks, aptitude tests and work performance

11. Hours (Day Shift)

- (a) Weekly Hours: Employees' ordinary hours of work shall not exceed an average of thirty-eight hours per week (over four continuous weeks) to be worked Monday to Friday inclusive and, except for the prescribed meal times, all times between the actual commencing time and actual ceasing time each day shall count, and be paid for, as time worked
- (b) Commencing Times: The commencing time of the ordinary hours of work, Monday to Friday inclusive, shall not be earlier than 6.00am
- (c) Ceasing Times: The cessation time of the ordinary hours of work, Monday to Friday inclusive, shall not be later than 6.00pm
- (d) Within the commencing and ceasing times prescribed, respectively, in Subsections b. and c. of this Section, employees shall be given a regular commencing and ceasing time for each day. These times shall not be changed except upon not less than seven days' notice unless by agreement between the Company and employee or in an emergency
- (e) Rostered Day Off (RDO) - Each employee shall choose to take either one RDO in each four (4) week cycle. Once a decision is made it cannot be changed without agreement by both parties.
 - (i) If Jury Service occurs on the scheduled RDO, another day can be set for the RDO. Proof of requirement to attend jury service, must be provided to the Company before an alternative RDO is arranged

- (ii) If an RDO falls on a Public Holiday, or on a day when employees are not required to attend work, then the rostered day shall be taken on a day agreed between the Company and employees
- (iii) RDO's may be accessed on any day of the week by agreement between the Company & Employee. Employee's may access bi-monthly RDO's falling on consecutive days following or preceding a non-rostered work day.
- (iv) Employees may request that RDO's be banked to a maximum of five. Banked RDO's must be taken within six months of the last banked RDO or paid for at the normal hourly rate.

When requesting to take banked RDO's, the employee must provide a minimum of one months notice to the Distribution Centre Manager, who will not unreasonably refuse the request, and will consider the operational requirements of the business when making a decision.

12. Afternoon Shift

- (a) Definition - For the purpose of this section-

"Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight. It is envisaged that Danks Afternoon Shift will consist of:

1. A 38-hour week consisting of four 9.5 hour shifts will apply. These shift may operate from Sunday to Wednesday or Monday to Thursday. Each shift will have 30 minutes of unpaid meal break and a paid 30 minutes of tea break
2. There will be no RDO's on afternoon shift. Employees will be provided one week's notice of change of shifts unless mutually agreed to by both parties.
3. Danks will attempt to accommodate existing permanent staff who choose to work on the Afternoon Shift. Operational requirements will be taken into consideration when determining who will work on the afternoon shift.
4. The Company will advise the shift workers of any changes to shift rosters as soon as is practical after the decision to change is made.
5. The Sunday to Wednesday shift will be manned by existing employee's who choose to work on this shift or by converting existing casual labour to permanent.
6. All newly appointed employees (following certification of this agreement) will be expected to work any available hours including the Sunday to Wednesday shift if required to do.
7. Penalty rates of 100% of the hourly rate are applicable to a maximum of 8 hours on any Sunday shift regardless of hours worked.

This situation is to be held over for review, in 12 months from the date of certification.

- (b) Afternoon Shift Allowance

An employee on afternoon shift shall be paid for such shift 15% more than their ordinary pay.

- (c) Overtime

Afternoon shift workers may be requested to work overtime prior to or after the afternoon shift, Friday to Sundays as required by the Distribution Centre Manager.

13. Overtime

- (a) All overtime shall be paid at the rate of time and one-half for the first two hours and double time thereafter. In calculating overtime, each day's work shall stand alone

- (b) Overtime rates for the afternoon shift will be based on ordinary rates of pay and shall exclude the 15% shift allowance.
- (c) Overtime can be worked Sunday to Saturday on any shift and is payable for hours worked with a minimum payment of four hours
 - (i) in excess of eight hours per day for the day shift or 9.5 hours per day for the afternoon shift
 - (ii) before the ordinary commencing time on any day;
 - (iii) after the ordinary ceasing time on any day.
- (d) An employee who works on any Saturday shall be paid overtime at the rate of time and one-half i.e.:150% for the first two hours and double time for the remainder of the overtime worked.

An employee who works overtime on a Sunday shall be paid at the rate of 200% with a minimum payment of four hours.
- (e) In all cases any portion of an hour less than thirty minutes shall be reckoned as thirty minutes and any portion of an hour above thirty minutes shall be reckoned as an hour. All time worked must be pre organised and approved by the Distribution Centre Manager.
- (f) All employees are required to work reasonable overtime and will not unreasonably refuse.

14. Holidays, and Picnic Day

- (a) HOLIDAYS: Any gazetted day or days observed as such shall be holidays. Any other day proclaimed as a State holiday for a special purpose but observed throughout the State on a different day, shall also be a holiday. For all work done on holidays, double time and one half shall be paid with a minimum payment of four hours
- (b) PICNIC DAY: In addition to the holidays prescribed in Subsection a. of this Section, employees are entitled to an additional one (1) day holiday per annum without loss of pay and this day shall be known as the Union Picnic Day of the NSW Branch of the NUW.

Each employee will be entitled to take their Picnic Day at a time suitable to both the company & the employee. The company will consider operational needs and advise the employee as soon, as is practicable after the request. Such requests will not be unreasonably refused. It is agreed the employee will take the alternative day within 12 months of the original day of entitlement.

- (d) An employee absent without leave on the day before or after a holiday set out in this Section shall be liable to forfeit wages for the day of absence as well as for the holiday, except where the employee's absence was caused through illness corroborated by Medical Certificate .

Provided that an employee absent one day only either before or after a group of holidays, shall forfeit wages only for one holiday as well as for the period of absence, unless a Medical Certificate is provided.

15. Annual Leave and Leave Loading

- (a) In this Section, the New South Wales *Annual Holidays Act* 1944, is referred to as `The Act' and shall be the basis of leave determination
- (b) Before an employee is given and takes annual holidays or where by agreement between the Company and employee, the annual holiday is given and taken in more than one separate period, then before each such period the Company shall pay the employee a loading determined in accordance with this Section

NOTE: The obligation to pay in advance does not apply where an employee takes annual holidays wholly or partly in advance. Refer Subsection (e) of this Section

- (c) The loading is payable in addition to the pay for the period of holiday given, taken and due to the employee under the Act
- (d) The loading is to be calculated in relation to any period of annual holiday under the Act (but excluding days added to compensate for public or special holidays falling on an employee's RDO not worked) but where such a holiday is given and taken in separate periods, then in relation to each such separate period

NOTE: Refer Subsection (e) of this Section for holidays taken wholly or partly in advance

- (e) The loading is the amount payable for the period, or separate periods as the case may be, stated in Subsection d. of this Section at the rate per week of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this Certified Agreement for the classification in which the employee was employed immediately before commencing the employee's annual holiday.

The loading shall not include other allowances, penalty rates, shift allowances, overtime rate or any other payments prescribed by this Certified Agreement

- (f) No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with Subsection e. of this Section applying the rates of wages payable on that day
- (g) Where in accordance with The Act, the Company's establishment, or part of it, is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - (i) an employee who is entitled under The Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with Subsection e. of this Section;
 - (ii) an employee who is not entitled under The Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under The Act such proportion of the loading that would have been payable under this Section if the employee had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.
- (h) When the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee has become entitled, the employee shall be paid a loading calculated in accordance with Subsection e. of this Section for the period not taken;

Except as provided by Sub-section h.i. of this Sub-section, no loading is payable on the termination of an employee's employment.

- (ii) Wherever practicable, employees will submit a Leave Application form to the Company at least one month prior to commencement date of holidays. Wherever practicable, the Company shall notify each employee within seven days of the Company's acceptance or rejection of the Leave Application

16. Buy-Out of Annual Leave

The Company may consent to pay part of accrued annual leave to an employee as a cash payment in lieu of taking leave. This is subject to written agreement between the Company and the employee, confirming the option to convert accrued annual leave to a cash equivalent and approved by the employee's manager and National Supply Chain Manager.

The following conditions also apply to buying out accrued leave:

- a) The employee must maintain a minimum of 20 days of accrued leave
- b) The employee can make one request for conversion during the life of this agreement

- c) The final decision on any application will be at the National Supply Chain Manager's discretion
- d) Any request must be at the employee's election

Before approving an application from the employee, the Manager must be satisfied that the employee's ability to satisfactorily fulfil the requirements of their job will not be compromised by accepting a cash benefit in lieu of annual leave entitlements. In addition, the manager must give due regard to any potential occupational health and safety implications and only grant such requests where it is considered safe to do so.

17. Sick Leave

a) Entitlement

- 1) All D.C. employees shall, subject to the production of medical certificate or other evidence satisfactory to the Company, be entitled to 10 days in the first year of employment (accrued on a pro rata basis per month) and ten days sick leave each subsequent year, on full pay.
- 2) Employees will be entitled to take five individual sick days without having to produce a medical certificate. Any additional days will require the production of a certificate from a certified medical practitioner. However, if an employee takes two or more consecutive sick days they will need to produce a medical certificate.

The company will manage absenteeism with a greater emphasis in the future. The Union is supportive of this approach.

This issue will be carried over for review, in 12 month time, with a view to working together to further improve the problem of absenteeism on the site.

- 3) Sick leave shall accumulate from year to year so long as the employment continues with the Company. Any part of the sick leave as set out in subsection (a) of this section which has not been allowed in any year may be claimed by the employee and shall be allowed by the Company in a subsequent year of such continued employment subject to sub Sections b. 2. and 3. below.
- 4) The payment of any absence on sick leave in accordance with Subsection (a) during the first three months of permanent employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payment shall be made.

b) Notification and Proof of Sickness

- 1) To become eligible for sick leave payment it is the employee's responsibility to advise his/her Manager or if not possible in the first instance the supervisor, of a potential absence or late arrival prior to, or within, the first hour of his/her normal commencement time.
- 2) The employee is required to state the nature of the injury or illness and the estimated duration of the incapacity. If a medical certificate is issued, the employee must further notify his/her Manager or Supervisor of the proposed return to work date or the date the employee will again visit the doctor.
- 3) The employee shall prove to the satisfaction of the employer 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 section is claimed.

c) Attendance Standards of Behaviour.

Acceptable Behaviour

1. Personally informing the relevant Manager in the first instance, or if not possible, the relevant supervisor
2. Providing a medical certificate to support absence, where appropriate.
3. Ringing in prior to or within the first hour of a shift start up to confirm length and reason of absence.
4. In relation to Afternoon Shift employees, using Medical Certificates issued on the day the shift ends and containing supplementary comments by the doctor explaining the reasons for absence.

Unacceptable Behaviour

1. Not personally informing the relevant manager in the first instance or, if not possible, the relevant supervisor about potential absences or lateness.
2. Failure to provide satisfactory proof where:
 - a) Absences of two or more successive days, Sunday to Friday
 - b) Absence is before or after a RDO, annual leave day, Public Holiday or annual stocktake.
 - c) Employee has a current warning for absenteeism defined as any sequence of absences which when considered as a whole are considered to be outside the legitimate use of the Sick Leave conditions, and can include:
 1. A sequence of absences regularly repeated over a period of time.
 2. Repeated absence on the day before/after an RDO Public Holiday/weekend/annual stocktake/other periods of leave.
 3. Supplying falsified Medical Certificate.
 4. Not supplying appropriate medical certificate to support carers leave applications.
 5. Coming late to work, or leaving early without notifying the relevant supervisor.
 6. Taking unpaid leave without notification and proof.
 7. Clocking somebody else's card or allowing someone else to clock an employee's own card.
 8. Deliberately & wrongfully filling in time sheets for self or others.

With Management approval, the following options may be available to the employee:

1. Exchange overtime worked for time off in lieu on an hour for hour basis.
2. Substitute unpaid absence for annual leave.
3. Substitute unpaid absence for RDO accruals.

Where employees fail to meet the acceptable behaviours, he/she may be subject to the disciplinary procedures of the Company.

Employees who do not provide satisfactory evidence to justify their absence will not be paid for the absence.

d) Single Day Absence

An employee shall not be entitled to payment for more than five single day absences per year unless the employee produces to the employer a certificate of a duly qualified medical practitioner stating that in the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident.

18. Bereavement Leave

An employee shall be entitled to bereavement leave as follows:

- (a) Upon the death of a spouse, child or stepchild, five days leave.

For the purpose of this Subsection, the word 'spouse' shall include a person who lives with the employee as a de facto wife or husband.

- (b) Upon the death of a parent, brother, sister, grandparent, grandchild or father-in-law or mother-in-law die, three days leave.
- (c) During bereavement leave, an employee will be paid ordinary earnings which are inclusive of shift allowance, if applicable.
- (d) Employees may request the D.C. manager to extend bereavement leave to a maximum of five days. The D.C. manager will decide on a case by case basis.

19. Long Service Leave

The provisions of the NSW *Long Service Leave Act 1955* as amended shall apply.

20. Time and Payment of Wages

- (a) The Company's pay week is currently Sunday to Saturday changeable by agreement with the NUW. All wages, bonus, commissions or premiums, shall be paid on a Thursday, weekly by this agreement, and shall be calculated up to the end of the week. Overtime shall be paid within one weeks from the payday succeeding the day on which it was worked.
- (b) Where an award holiday falls on the day in which wages are usually paid, payment thereof shall be made not later than the working day immediately preceding the award holiday.

21. Meal Times

- (a) Each day-shift employee shall be allowed each day an unpaid break of thirty (30) minutes for a midday meal to be taken between 11.30am and 1.30pm.
- (b) Each afternoon-shift employee shall be allowed each day an unpaid break of thirty (30) minutes for a meal to be taken between 6.00pm and 8.00pm
- (b) Employees are granted two and a half minutes before and after the meal break to leave or return to their normal work stations.
- (c) An employee called upon to work during a meal break shall be paid at the rate of time and one half until such time as the meal break is taken unless an alternative meal break is mutually agreed between the Company and employee.

- (d) Walk & wash time commences when the siren sounds. Employees are expected to continue to work until the siren sounds and must commence their return immediately it sounds for the second time.

22. Tea Break

- (a) Each day-shift employee shall be allowed a paid tea break of ten (10) minutes in the morning, Monday to Friday inclusive, at a time indicated by the Company.
- (b) Each afternoon-shift employee shall be allowed a 30 minutes, in paid tea breaks, during the course of the shift
- (c) Employees are granted two and a half minutes before and after the tea break to leave or return to their normal work stations.
- (c) An employee who works more than one hour overtime shall be allowed a ten (10) minute paid break.
- (d) Walk & wash time commences when the siren sounds. Employees are expected to continue to work until the siren sounds and must commence their return immediately it sounds for the second time.

23. Meal Allowances

- (a) An employee who works two (2) hours or more overtime on any day, other than a Saturday or Sunday, shall be paid a meal allowance in accordance with the Award..
- (b) An employee required to work on Saturday or Sunday beyond 12 noon shall be paid a meal allowance in accordance with the award.
- (e) An employee required to commence work before 5.30am shall be paid \$5.40 breakfast money.
- (d) Meal allowance/s shall be paid within a week from the pay-day succeeding the day on which the overtime was worked.

24. Transfer of Employees

- (a) When an employee is required to report for work at a place other than the usual place of work, the employee shall be paid all fares reasonably incurred in excess of those normally incurred in attending the usual place of work and returning home, and shall be paid all travelling time in excess of that taken to reach the usual place of work and returning home.
- (b) Travelling time shall be paid at ordinary rates of pay.
- (c) Subsection a. of this Section shall apply only to an employee temporarily transferred from the employee's usual place of work. A temporary transfer shall mean periods of employment at places other than the usual place of work up to a maximum of three consecutive weeks.
- (d) An employee transferred from working place to working place during ordinary working hours shall be paid the time spent in travelling as for time worked and shall receive reimbursement of fares incurred in such transfer.
- (e) Where the transfer involves an employee being absent from the employee's normal place of abode, reimbursement shall be provided for reasonable expenses incurred for accommodation together with fares to and from the place of transfer.

25. Uniforms

- (a) Each permanent employee shall be provided with the following uniform each year:
 - 2 pair trousers or shorts (3 pair in first year)

2 shirts (3 in first year)

1 pair of protective footwear

1 jacket or jumper (every second year)

The Company will determine colour and design of uniform

- (b) A laundry allowance of \$6.86 per week shall be paid to all permanent employees to offset the cost of laundering uniforms.
- (c) Permanent employees must wear company uniform.
- (d) Protective footwear, inherent to the requirement of employment, must be worn at all times

Any employee failing to wear protective footwear may be requested by the Company to leave the work-site and obtain approved footwear. Absent time from the work-site will be unpaid.

A high visibility safety vest will be issued to every employee and must be worn in the Distribution Centre at all times unless the high visibility polo shirt is worn as the outer garment.

26. Annual Stocktake

Any employee failing to attend work on either of the Company's two consecutive annual stocktake days must furnish a Doctor's Certificate for each day not in attendance otherwise payment will not be made.

27. Security Guidelines

The Company or its authorised agent/s reserves the right to conduct searches of any bags, motor vehicles or other containers brought by employees to the Huntingwood & Wetherill Park sites, including the Distribution Centre.

28. Jury Service

Jury service will be dealt with in line with company policy version 6.1 Dated 1st March 2004.

29. General Performance & Rehabilitation Programme (GPRP)

29.1 The Program

This program is designed to be a process for ensuring an employee's satisfactory job performance

The intent of this process is to approach individuals with job performance problems in a mature, non-threatening manner. The focus is on ensuring the individual knows the expected standards, why they exist and understand how to meet those standards during a future review period. The review period will be based on calendar time, with any absences extending the review period, by the cumulative total of the time absences.

29.2 The Process

The manager, upon deciding an employee may need to enter the program will inform the employee. The employee may elect to have an employee representative with them, during the GPRP steps.

The process will be:

- Step 1: Written counselling & training.
- Step 2: Written reminder of performance standards and action plan.
- Step 3: Final counselling

Step 1: Written Counselling & Training:

Instructing the individual of the expected standards required and soliciting feedback to ensure it is understood. The manager will provide whatever information or training the individual needs.

An individual will remain on Step 1 of the program for a period of 3 months. If after the expiry of that period of time no performance problems are encountered the individual will be removed from the program.

If performance problems are encountered during the 3- month review period, the employee will then proceed to the next step.

Step 2: Written reminder of performance

During this discussion, the individual will be advised performance is not satisfactory and advised of expected standards,

Discussions will take place with the manager emphasising the seriousness of the matter. Further emphasis is on "why" the standard exists, the individual's failure to meet the standard and gain the individual's agreement to solve the problem(s).

An action plan is devised to eliminate the gap between actual and desired performance. The action plan is documented in a written reminder letter.

The individual will remain on Step 2 of the program for a period of 12 months. If after the expiry of that period of time no performance problems are encountered, the individual will be removed from the program.

If performance problem(s) are encountered during this 12-month review period then the individual will precede to the next step.

Step 3: Final Counselling

If the previous steps fail to produce the appropriate changes, the individual is to be given a final counselling to document an action plan and will stipulate that any further performance problems within a 12 month period of review may result in termination of employment.

If at the expiry of that period of time no performance problems are encountered the individual will be removed from the program.

Serious Offence

If an employee is deemed to have committed a serious offence that does not fall into the classification of serious misconduct, the company may decide to escalate the level of the warning beyond the natural progression of the program.

The Distribution Centre Manager, in consultation with the Human Resources Manager, may skip a step or two in the normal program.

i.e.: From Step 1: Written counselling & Training to Step 3: Final Counselling

Directly to Step : Final Counselling, missing Step 1 & Step 2.

Instant Dismissal

1. The Company may dismiss an employee without notice for gross misconduct at work including, but not limited to, wilful injury to persons, major damage to property and drunkenness. Gross misconduct also includes being under the influence, or in possession, of illegal or non-prescribed

drugs or involvement in their trading while at work. In any such situation, the employee shall be entitled to be paid up only to the time of dismissal.

2. At all stages, the Company shall inform the employee that the employee is free to seek counsel from an employee representative of their choice.

30. Issues Resolution Procedure

To ensure issues are dealt with as close as possible to the source, the terms of this issue resolution procedure shall be binding on every employee covered by this agreement. Supervisors/Managers are required to deal with employee issues as quickly as possible.

- 30.2 If any issue, dispute or claim ("issue"), about the wages or conditions of employment of any employees arises, then the following issue resolution procedure shall apply, whether any of the issues arise out of the operation of this Agreement or not:

- 30.3 Should any matter occur which gives cause for concern to an employee, the employee shall raise such matter with the Supervisor.

- 30.4 If not then settled to the employee's satisfaction within 24 hours (or if mutually agreed a longer time-frame) the employee shall draw such matter to the attention of the union delegate.

The matter shall then be discussed between the employee, the employees Supervisor and the union delegate.

- 30.5 If still not satisfactorily settled, within 24 hours (or if mutually agreed a longer time-frame) the union delegate shall approach the local Distribution Centre Manager for further discussion.

The matter shall then be discussed between the employee, the employee's supervisor, the union delegate and the Distribution Centre Manager

- 30.6 If the matter is still not resolved, after a mutually agreed time frame, the union delegate shall advise the appropriate union official. Discussion will then be held between the nominated representative of the company and the appropriate union official.

- 30.7 If the issue is still not settled it shall be submitted to a member of the Australian Industrial Relations Commission for conciliation and arbitration, whose decision shall, subject to any rights of appeal, be final and will be accepted by the parties.

- 30.8 The objective of the issue resolution procedure is to ensure the employee and supervisors can deal with the issue in a non-confrontationist manner, using problem solving techniques and processes. The objective of this issue resolution procedure is for the parties to ensure the cause of the issue is examined and wherever possible addressed. In addition, the parties will confer in good faith throughout the process.

31. Termination

- (a) In addition to termination resulting from the procedures outlined in Section 29, employment of any employee may be terminated with the required period of notice according to Section 170CM(2) of the Workplace Relations Act or by the forfeiture (as the case may be) of the appropriate number of weeks' wages in lieu of such notice.
- (b) The required period of notice is worked out according to the following table. The period of notice is increased by one week if the employee is over 45 years of age:

Employee's Continuous Service with Danks Notice Period

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) Where a position becomes redundant due to changes in mechanisation, technology or organisational structure or other reason, the Company's Redundancy Policy will apply. This policy complies with the redundancy provisions of the Employment Protection Act 1982 as amended.
- (d) The Company shall have the right to dismiss an employee without notice for refusal of lawful duty or serious misconduct and in such cases the salary will be payable up to the time of dismissal only. Refer also Section 29, sub-paragraph "Instant Dismissal."
- (e) The Company shall not terminate a permanent employee who has been employed full-time for more than three months for reasons of unsatisfactory performance or unsatisfactory behaviour (other than for reasons described in Subsection d. of this Section without having first taken all reasonable and necessary steps through counselling to allow the employee the opportunity to correct any performance or behaviour deficiency in accordance with Section 29.
- (f) Where an employee is absent from work for more than 2 days without the consent of the Company or without notification to the Company, the employee shall be deemed to have terminated his or her employment without notice, unless the employee can provide suitable reasons, acceptable to the Company, for not notifying the Company.
- (h) An employee whose employment is terminated by the Company on the working day immediately preceding a public holiday or public holiday other than for misconduct, shall be paid for such holiday or holidays.
- (i) Any employee with more than three months' service on leaving the Company shall, if she or he so request, be given a statement by the Company stating the length and nature of the employment.
- (j) By mutual agreement, the period of notice specified in sub-Section b. may be waived without forfeiture of any monetary entitlements.
- (k) Termination of employment by the Company shall not be harsh, unjust or unreasonable.

32. Redundancy

The following applies to employees who are deemed to be redundant or retrenched. It covers certain terms and conditions of employment not otherwise provided in relevant State or Federal Awards or increases employee benefits provided in such Awards.

- (a) Definitions
 - (i) "Redundancy" shall mean, and shall be deemed to exist, where:
 - 1) the Company has ceased, or intends to cease to carry on the business; or
 - 2) the requirements of the business for employees to carry out work of a particular kind have ceased or diminished; or
 - 3) all or part of the business is relocated to a site at least twenty kilometres from its present address.
 - (ii) "Business" includes part of a business.
 - (iii) "Ordinary Rates of Pay" means the normal weekly payment received by the employee at the date of retrenchment.
 - (iv) "Employee" includes weekly or part-time warehouse employees.

- (v) "Retrenchment" shall mean terminating the services of an employee with the Company because of redundancy.
- (vi) Seniority shall be determined taking into account only the latest period of service with the Company, not age.

(b) Notice

Where possible, employees will be provided with six (6) weeks notice of the intention of their retrenchment or be paid one week in lieu of notice.

(c) Voluntary Leaving During Period of Notice

Retrenched employees shall have the option of either working out notice or leaving at any time during the period of notice and receiving the full benefits of this Section except that they shall only be paid for actual time worked during the period of notice.

(d) Time Off

The Company will allow paid time off to permit employees to seek and be interviewed for alternative employment. The Company may seek confirmation of interview. Absences greater than one day per week are subject to the prior approval of the line manager.

(e) Annual Leave Loading

Annual leave loading will be paid on all accrued annual leave including current pro-rata entitlements,

(f) Accumulated Sick Leave

All accumulated sick leave not exceeding thirty-five days will be paid on termination and will include full current year entitlement.

(g) Itemised Statement of All Wages Due

Redundant employees shall be given an itemised statement of all termination monies during the notice of intention of retrenchment referred to in Subsection b. of this Section.

(h) Certification of Service

All redundant employees will be supplied with a Certificate of Service prior to termination. A separate Reference will not be unreasonably withheld.

(i) Preference of Employment

Should a permanent position within the Company become available within six months of retrenchment, the Company will give preference to retrenched employees having relevant qualifications and experience and whose previous work history was satisfactory. Such ex-employees will be notified by letter sent to the last known address. This Subsection does not apply to voluntary retrenchment

(j) Previous Retrenchment

No periods of service will be taken into account for which retrenchment benefits have been previously paid by the Company.

(k) Long Service Leave

The Company will pay pro-rata Long Service Leave to employees for the latest period of service, providing that employment was greater than two (2) years.

(l) Age Allowance

Retrenched employees 45 years of age and over will be paid 1.25 times the relevant Service Allowance (Subsection m.).

(m) Service Allowance

For each completed year of service with the Company, redundant employees will be paid the equivalent of four week's ordinary-time wages.

Service for a period less than twelve months will be pro-rata'd as follows:

3 months but less than 6 months:	one week's wage
6 months but less than 9 months	two weeks wage
9 months but less than 12 months	three weeks wage

(n) Death of Employee

Should any employee under notice of retrenchment die before the intended date of retrenchment, all sums of money payable under this Certified Agreement shall be paid directly to the employee's estate.

33. Union Membership

In accordance with NSW and Commonwealth law, the Company acknowledges that the right to seek Union membership rests solely with the employee.

The Company undertakes that an NUW membership application form will be given to each new employee, along with other Company material, at the commencement of employment

34. Union Right of Entry

The provisions of the *Workplace Relations Act* 1996, as amended, shall apply.

35. Union Delegates

- (a) Employees elected, as NUW Delegates shall, upon notification to the Company, are recognised as accredited representatives of the NUW. An accredited NUW Delegate shall seek approval from their Supervisor or Manager to attend to union duties during working time.
- (b) The Union Official shall contact the Distribution Centre Manager or Operations Manager prior to entering the building, advising of their intent to meet with the delegates.
- (c) The Union shall endeavour to conduct all Union Official and Union Delegate meeting during rest pauses and meal breaks.

36. Union Notice Board

The Company shall erect in a prominent position on the Company premises a notice board of reasonable dimensions where an accredited representative of the NUW shall be permitted to post formal Union notices signed by the Secretary of the NUW

Any notice posted on the board not signed by the NUW Secretary may be removed by an accredited representative of the Union or manager of the Company.

37. Trade Union Training Leave

- (a) An NUW Delegate or Co-Delegate or duly elected NUW representative shall upon application in writing by the NUW be granted up to five days' leave with pay each calendar year, non-cumulative, to

attend trade union training courses and seminars which possess the scope, content and level to promote good industrial relations and industrial efficiency.

For the purpose of Subsection a. of this Section "trade union training courses and seminars" might include those:

- (i) by or with the support of the Australian Trade Union Training Authority;
 - (ii) by or under the auspices of the NUW
- (b) The application to the Company shall include details of the date(s) upon which the course is to be conducted.
 - (c) The granting of training leave shall be subject to the Delegate or the NUW giving not less than one calendar month's notice of the intention to attend such course or such lesser period as may be agreed between the Company, NUW and the relevant Delegate, provided that the taking of such leave shall be arranged so as to minimise any adverse effect on the Company's operation.
 - (d) Leave of absence granted pursuant to this section shall count as service for all purposes.
 - (e) Each Delegate on leave in accordance with this Section shall be paid all ordinary time earnings which normally become due and payable during the period of the leave. Ordinary time earnings means the classification rate, supplementary payments, over award payments, allowances, casual loadings, one-twelfth annual leave payment to casuals and shift loadings. It will exclude overtime payments to weekly employees.
 - (f) The Company shall not be required to pay the cost of travel to and from the place where such courses are conducted or any accommodation costs during such leave.
 - (g) Leave granted will not incur any additional payment to the extent that the course attended coincides with any other period of paid leave granted pursuant to this Certified Agreement.

38. Absence of Duress

The Company and its employees covered by this Certified Agreement affirm that no duress was applied to either party in negotiating the outcome of this Certified Agreement.

39. No Extra Claims Commitment

It is agreed by the parties that up to the nominal expiry date of this agreement:

- a) the employees will not pursue any extra wage claims, whether award or over-award
- b) The employees will not seek any changes to conditions of employment
- c) This agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected action pursuant to S. 170ML of the *Workplace Relations Act* 1996
- d) Neither the employees, nor any party to this Agreement, will engage in protected action pursuant to S. 170ML of the *Workplace Relations Act* 1996, in relation to the performance of any work covered by this Agreement.

40. Continuous Improvement

The Company and its employees covered by this Certified Agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this Certified Agreement.

AUTHORISED SIGNATORIES

State Secretary
National Union of Workers
(NSW Branch)

Dated this 6th day of September 2004

Derrick Belan

Human Resources Manager
John Danks & Son Pty Ltd

Dated this 3rd day of September 2004

David Patton

ANNEXURE A

POSITION DESCRIPTION

POSITION: ENTRY LEVEL STOREPERSON

Reports to:	Supervisor
Ordinary Work Hours (day):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	Minimum 3 months on-job training
Licensing:	Not required at this level

Responsibilities:	To Undertake Structured Training to: Complete, when required, any routine task associated with stock movement - from picking and assembling orders to order despatch Work under direction of assigned Supervisor Work effectively in a team environment Ensure all work is completed to specified procedures Follow correct safety procedures at all times
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Specific Duties:	To Undertake Structured Training to be able to: Pick and assemble orders Pack orders into cartons Despatch local orders Complete required documentation for each stage of stock movement Use bar code scanner
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Training:	
Core & Job Specific Training:	To successfully complete John Danks induction program

ANNEXURE B

POSITION DESCRIPTION

POSITION: QUALIFIED STOREPERSON Level 1

Reports to:	Supervisor
Ordinary Work Hours (day):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	Minimum 3 months on-job training
Licensing:	Not required at this level

Responsibilities:	To Undertake Structured Training to: Complete, when required, any routine task associated with stock movement - from picking and assembling orders to order despatch Work under direction of assigned Supervisor Work effectively in a team environment Ensure all work is completed to specified procedures Follow correct safety procedures at all times
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Specific Duties:	Pick and assemble orders Pack orders into cartons Despatch local orders Complete required documentation for each stage of stock movement Use bar code scanner Train Entry Level store persons in routine tasks
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Training:	Successful Completion of:
Core & Job Specific Training:	John Danks warehousing system Basic product knowledge On-job training techniques

ANNEXURE C

POSITION DESCRIPTION

POSITION: ADVANCED STORE PERSON Level 2

Reports To:	Supervisor
Ordinary Work Hours (days):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	Minimum 6 months experience at Level 1 or equivalent
Licensing:	Forklift licence may be required for certain duties

Responsibilities:	<ul style="list-style-type: none"> Complete, when required, any routine task associated with stock movement - from receiving goods to order despatch Work under direction of assigned Supervisor Work effectively in a team environment Ensure all work is completed to specified procedures Follow correct safety procedures at all times
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Specific Duties:	<ul style="list-style-type: none"> Unload truck and place pallets into receiving zone Relocate product from receiving into relevant staging area Replenish stock into rack and/or overstock location Pick and assemble orders when required Pack orders into cartons Load and despatch local, country and interstate orders Complete required documentation for each stage of stock movement Use bar code scanner Enter routine data into computer system Train Level 1 store persons in routine tasks
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Training:	Successful Completion of:
Core & Job Specific Training:	<ul style="list-style-type: none"> Basic computing skills Understanding suppliers and customers Documentation process and flow

ANNEXURE D

POSITION DESCRIPTION

POSITION:

SKILLED STOREPERSON

Level 3

<ul style="list-style-type: none"> Reports To: Ordinary Work Hours (days): Ordinary Work Hours (afternoon): Experience: Licensing: 	<ul style="list-style-type: none"> Supervisor Monday to Friday, 7.30 am to 4.00 pm Monday to Thursday: 2.00pm to 12.00 midnight Minimum 6 months experience at Level 2 Forklift licence may be required for certain duties
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Responsibilities:	<ul style="list-style-type: none"> Complete, when required, any routine task associated with stock movement - from picking and assembling orders to order despatch Work under direction of assigned Supervisor Work effectively in a team environment Ensure all work is completed to specified procedures Follow correct safety procedures at all times
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Specific Duties:	Perform all Level 1 and Level 2 duties Train Level 1 and Level 2 storepersons in routine tasks
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Training:	Successful Completion of: Successful completion of demonstrable on-job proficiency in Responsibilities above
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ANNEXURE E1

POSITION DESCRIPTION

POSITION:

TEAM LEADER

Level 4

Reports To:	Supervisor
Ordinary Work Hours (days):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	Minimum 6 months experience at Level 3
Licensing:	Forklift licence may be required for certain duties

Responsibilities:	Under the direction of the relevant Supervisor, plan and organise all resources required to complete scheduled work, including allocation and coordination of work activities of store persons Manage work flow Ensure all work output meets quality requirements Ensure all work is completed to specified procedures Ensure that correct safety procedures are followed
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Responsibilities:	Plan and organise all resources required to complete scheduled work, including allocation and coordination of work activities of storepersons Manage work flow to meet needs of internal customers Ensure all work output meets quality requirements Ensure all work is completed to specified procedures Ensure that correct safety procedures are followed Train Level 1, Level 2, & Level 3 storepersons in routine tasks
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Training:	Successful Completion of:
Core & Job Specific Training:	Understanding warehouse systems and job functions

ANNEXURE E2

POSITION DESCRIPTION

POSITION:

SUPERVISOR - POOLS

Level 5

Reports To:	Distribution Manager
Ordinary Work Hours (days):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	12 months experience at Level 3 or equivalent
Licensing:	Forklift licence

Responsibilities:	Plan and organise all resources required to complete scheduled work in the Pools area, including allocation and coordination of work activities of storepersons Manage and monitor pool stock, from movement into Pools locations to close out Ensure that all work output meets quality requirements Ensure that all work is completed to specified procedures Ensure that correct safety procedures are followed
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Specific Duties:	Prepare location to set up incoming Pool Manage inwards goods movement into Pool location Close out Pool Monitor stock, including verification of discrepancies and stock adjustments Organise and monitor the training of storepersons in Pools duties Understand all warehouse systems and warehouse documentation flow Input and access required information from the computer Assist storepersons, when required, to complete any routine task associated with stock movement - from receiving of goods to order despatch
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Training:	Successful Completion Of:
Core & Job Specific Training:	Supervisory skills training Understanding warehouse systems and job functions

ANNEXURE E3

POSITION DESCRIPTION

POSITION:

SUPERVISOR - RECEIVING

Level 5

Reports To:	Distribution Manager
Ordinary Work Hours (days):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Licensing:	12 months experience at Level 3 or equivalent Forklift licence

Responsibilities:	Plan and organise all resources required to complete scheduled Receiving work, including allocation and coordination of work activities of storepersons Manage incoming stock, including movement, variations, discrepancies and adjustments Ensure all work output meets quality requirements Ensure all work is completed to specified procedures Ensure that correct safety procedures are followed
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Specific Duties:	Review discrepancies report Overview any variations in invoices & orders Verify receipt of goods on supplier/s request Authorise discrepancies when original stock receipt is made Authorise stock adjustments Manage stock locations and movement of new lines Replace/remove bin tags Manage pallet movement Organise and monitor training of storepersons in receiving duties Understand warehouse systems and document flow Input and access relevant information from computer Assist other storepersons, when required, to complete any routine task associated with stock movement from receiving to despatch
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Training:	Successful Completion Of:
Core & Job Specific Training:	Supervisory skills training Understanding warehouse systems and job functions

ANNEXURE E4

POSITION DESCRIPTION

POSITION:

SUPERVISOR - ORDER ASSEMBLY

Level 5

Reports To:	Distribution Manager
Ordinary Work Hours (days):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	12 months experience at Level 3 or equivalent
Licensing:	Forklift licence

Responsibilities:	Plan and organise all resources required to complete scheduled Order Assembly work, including allocation and coordination of work activities of storepersons Manage work orders and work flow Monitor quality of order picking Ensure all work output meets quality requirements Ensure all work is completed to specified procedures Ensure that correct safety procedures are followed
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Specific Duties:	Initiate work orders Overview induction of work orders into system prior to commencement of daily work Allocate storepersons according to workload throughout zones to ensure that work flow is maximised Perform quality control checks on pick accuracy Liaise closely and cooperatively with Despatch Organise and monitor the training of storeperson in Order Assembly duties Understand warehouse systems and document flow Input and access relevant information from computer Assist other storepersons, when required, to complete any routine task associated with stock movement from receiving to despatch
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Training:	Successful Completion Of:
Core & Job Specific Training:	Supervisory skills training Understanding warehouse systems and job functions

ANNEXURE E5

POSITION DESCRIPTION

POSITION:

SUPERVISOR - DESPATCH

Level 6

Reports To:	Distribution Manager
Ordinary Work Hours (days):	Monday to Friday, 7.30 am to 4.00 pm
Ordinary Work Hours (afternoon):	Monday to Thursday: 2.00pm to 12.00 midnight
Experience:	12 months experience at Level 3 or equivalent
Licensing:	Forklift licence

Responsibilities:	Plan and organise all resources required to complete scheduled Order Assembly work, including allocation and coordination of work activities of storepersons Manage work orders and work flow Monitor quality of order picking Ensure all work output meets quality requirements Ensure all work is completed to specified procedures Ensure that correct safety procedures are followed
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Specific Duties:	Perform relief warehouse management Develop a sound understanding of Level 4 supervisory responsibilities, including all sections Coordinate local truck deliveries Coordinate interstate and intrastate freight movements Organise and monitor packing materials, including tape, carton and stretch wrap requirements Manage pallet movement Organise and monitor training of despatch staff Understand warehouse systems and document flow Input and access relevant information from computer Assist other storepersons, when required, to complete any routine task associated with stock movement from receiving to despatch
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Training:	Successful Completion Of:
Core & Job Specific Training:	Supervisory skills training Understanding warehouse systems and job functions

ANNEXURE F

CLASSIFICATION STRUCTURE & ALLOWANCES

The parties agree that as a result of the conversion to the Storeman and Packers General (State) Award no employee will request or be granted a classification bracket creep. Progression through the Classification Structure will be as outlined in this agreement.

It is also agreed that no additional allowances will be paid as a result of the conversion to the Storeman & Packers (State) Award.