

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/45

TITLE: Dorf-Clark-Huntingwood Enterprise Agreement - 2002

I.R.C. NO: 2002/96

DATE APPROVED/COMMENCEMENT: 21 January 2002/27 December 2001

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 march 2002

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in occupations associated with warehouse duties and operations

PARTIES: Dorf Clark Industries Limited -&- the National Union of Workers, New South Wales Branch



Ex 2

1. TITLE OF AGREEMENT

This Agreement shall be known as the:
DORF-CLARK-HUNTINGWOOD ENTERPRISE AGREEMENT – 2002

2. ARRANGEMENT

1. Title of Agreement
2. Arrangement of Clauses
3. Application of Agreement
4. Parties bound by the Agreement
5. Relationship to Parent Award
6. Tenure
7. Duress
8. No Extra Claims
9. Work Responsibilities
10. Working Hours
11. Rostered Days Off
12. Wages
13. Overtime
14. Job Security
15. Union recognition and membership
16. Grievance Settlement Procedure.
17. Consultation
18. Occupational Health & Safety
19. Future Agreements.
20. Redundancy
21. Supplementary Workforce

3. APPLICATION OF AGREEMENT

This Agreement shall apply to DORF-CLARK INDUSTRIES, Huntingwood in the state of New South Wales in respect of all permanent employees classified as storemen and packers as specified in the Storeman and Packers General (State) Award.

4. PARTIES BOUND

The parties to this Agreement and that are bound to it are as follows:

DORF-CLARK INDUSTRIES LIMITED

5 Liberty Road,
Huntingwood NSW 2148

Employees engaged in occupations associated with warehouse duties and operations at the Dorf-Clark Industries at 5, Liberty Road, Huntingwood, NSW 2148.

NATIONAL UNION OF WORKERS (NSW) BRANCH

3 – 5 Bridge Street,
Granville NSW 2142

5. RELATIONSHIP TO PARENT AWARD

It has been agreed by the parties to this Agreement that it shall be read and interpreted wholly in conjunction with the:

Storemen and Packers, General (State) Award,

Provided that where there is any inconsistency, the Agreement shall take precedent.

6. TENURE

The tenure of this Agreement shall be 27th December 2001 to 31st December 2003

7. DURESS

This Agreement has not been entered into under duress by any of the parties.



8. NO EXTRA CLAIMS

Both Parties undertake not to make or pursue any extra claims for the life of this Agreement.

9. WORK RESPONSIBILITIES

Employees shall be required to undertake any duty provided it is legal, logical and safe to do so and in line with the Award.

10. WORKING HOURS

Hours of work shall be as the Storemen and Packers General (State) Award.

11. ROSTERED DAYS OFF

Dorf-Clark Industries shall provide a Rostered Day Off Schedule for each employee, whereby specific dates will be set-aside for such Rostered Days Off for each employee as per the following:

1. There will be 12 '*Standard Rostered Days Off*' per annum as per the proposed schedule.
2. Six '*Additional Rostered Days Off*' shall be set aside for each employee to which the following proviso's shall apply:
 - a. The six '*Additional Rostered Days Off*' shall be set aside as per the proposed schedule.
 - b. Credit time must be worked, strictly in accordance with the Schedule – make up of time lost will not be permitted.
 - c. Credit time, sufficient for the full accrual of an '*Additional Rostered Off*' may only be worked in ordinary time within the span of ordinary working hours, and must be worked in the month leading to the '*Additional Rostered Day Off*' for it to be taken.
 - d. Failure to achieve the full accrual will forfeit the '*Additional Rostered Day Off*' but not the accrued credit time, which will carry forward to the next '*Additional Rostered Day Off*' period. This clause shall not apply to exceptional circumstances. Exceptional circumstances shall be considered and approved by mutual agreement. Picnic Days, RDO's Public Holidays and Bereavement Leave shall not be subject to this clause.
 - e. For the term of this Agreement, any outstanding credit time accrued but not taken will not be carried forward but will either be paid at ordinary time or allowed to be taken, at ordinary time, in conjunction with an annual leave.
3. Employees may swap their Rostered Days Off with another employee provided there is agreement between the employees and approval from the Company and full accrual of credits has been achieved prior to the nominated Rostered Day. Approval for such action shall not be unreasonably withheld.
4. With the implementation of the six '*Additional Rostered Days Off*' it is intended that the parties will work co-operatively in a genuine attempt to improve attendance and timekeeping. The parties may review the six '*Additional Rostered Days Off*' at the conclusion of this Agreement.



12. WAGES

The ordinary weekly rates of pay for employees shall be as follows:

Classification.	Team Leader	Storeperson:
Current	\$654.41	\$ 625.05
27 th December 2001	+ 4%	+ 4%
27th December 2002	+ 4%	+ 4%

13. OVERTIME

Should overtime be necessary Dorf-Clark Industries will endeavour, wherever possible, allocate it in an equitable manner across all permanent employees as a priority. The Company will encourage providing overtime incentives to the permanent employees in order to meet the operational requirements of the business and also a reduction in the number of casuals utilised.

Overtime rates of pay and Meal allowances will be paid in strict accord with the Storemen & Packers General (State) Award.

14. JOB SECURITY

It is not the intention of the Company, at this time, to contract out functions outlined in the general state award.

In the event that the Company were to give consideration to this or any other major change the Company is bound to advise of such considerations.

15. UNION RECOGNITION AND MEMBERSHIP

The Company recognises the National Union of Workers (NSW) Branch as a legitimate union for those employees engaged in warehouse duties to be members thereof.

The Company undertakes to introduce new employees to the site delegates upon commencement.

The Company, upon signed authorisation, undertakes to deduct Union membership fees, as levied, from the weekly pay of union members and submit such fees, with all necessary information, to the Union.

16. GRIEVANCE SETTLEMENT PROCEDURE

The provisions of the Storemen & Packers General (State) Award shall apply.

17. CONSULTATION

Employees and Management shall form a Consultative committee to monitor the Agreement and to set KPI targets. The committee is to meet as deemed necessary.

18. OCCUPATIONAL HEALTH & SAFETY

The parties acknowledge that OH&S requires continuing attention and commitment. The health and safety of every employee is the responsibility of every other employee, the OH&S committee and the Company

19. FUTURE AGREEMENTS

The Company undertake to enter into negotiations at least three (3) months prior to the expiry of this Agreement for the next round of Enterprise Agreements between the parties.

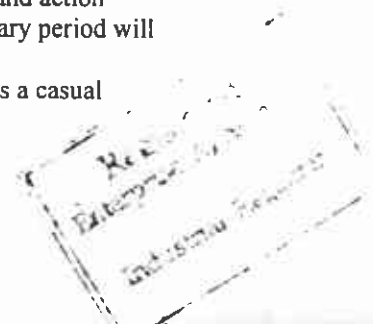
20. REDUNDANCY

The parties agree that in the case of redundancies being required the parties will negotiate redundancy provisions.

21. SUPPLEMENTARY WORKFORCE

Casual employment on a continual basis should not exceed 3 months, at which time the option of permanent or continuing employment shall be reviewed, and action taken. The Company's standard pre-employment checks and probationary period will apply to the hiring of any new permanents.

The casual rate of pay will be the same rate as full time employees, plus a casual loading as stated in the Award.



This Enterprise Agreement was agreed and accepted by the parties and signed on the

17th day of December, 2001.

THE COMMON SEAL of
DORF-CLARK INDUSTRIES
was hereunto affixed
in the presence of ,

LB
.....
~~Secretary~~ Manager
Customer Service & Distribution
[Signature]
.....
Witness

Signed for and on behalf of the
Warehouse employees of
DORF-CLARK INDUSTRIES,
HUNTINGWOOD, NSW 2148

[Signature]
.....
Delegate

[Signature]
.....
Witness

Signed for and on behalf of:
NATIONAL UNION OF WORKERS
(NSW) Branch
3 - 5 Bridge Street, Granville,
NSW 2142

Derrick Belan
.....
Secretary

[Signature]
.....
Witness

