

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/95

TITLE: **Dorf Clark Industries Limited Huntingwood Warehouse Site Enterprise Agreement 2003**

I.R.C. NO: IRC4/138

DATE APPROVED/COMMENCEMENT: Approved 28 January 2004/Commenced 1 January 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/45

GAZETTAL REFERENCE: 21 May 2004

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Dorf Clark Industries, Huntingwood Warehouse in NSW in respect of all permanent employees classified as storemen and packers as specified in the Storemen and Packers, General (State) Award

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

DORF CLARK INDUSTRIES LIMITED HUNTINGWOOD WAREHOUSE SITE ENTERPRISE AGREEMENT 2003

1. Title of Agreement

This Agreement shall be known as the Dorf Clark Industries Limited Huntingwood Warehouse Site Enterprise Agreement - 2003.

2. Arrangement

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3. Application of Agreement

This Agreement shall apply to Dorf Clark Industries, Huntingwood Warehouse 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
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. Duration of Agreement

The duration of this Agreement shall be 1st January 2004 to 31st December 2006.

7. Duress

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

8. No Extra Claims

The parties to this agreement 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

Employees work a standard 38 hour week and work extra time to accrue for 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. All rosters for RDO's will be set up to suite the needs of the business. Employees may elect an RDO, which must be authorised by the company. Depending on the warehouse work requirements, the company may request an employee to take an RDO with one days notice or part of an RDO with the same day notice.
2. There will be 12 'Standard Rostered Days Off' per annum as per the proposed schedule.
3. Twelve 'Additional Rostered Days Off' shall be set aside for each employee to which the following proviso's shall apply:
 - a. The Twelve '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. Any unpaid leave will not attract a Rostered Day Off credit and therefore the next Rostered Day Off day will be forfeited 'unless the employee has enough credits in the Rostered Day Off bank to take the Rostered Day Off when it falls due', this will apply to ordinary Rostered Day Off and / or Additional Rostered Day Off. Picnic Days, 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 be either paid at ordinary time, in conjunction with an annual leave.
4. Employee 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.
 5. With the implementation of the Twelve '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 Twelve 'Additional Rostered Days Off' at the conclusion of this Agreement.

12. Classifications

All storeworkers covered by this agreement shall be classified as follows:

Storeworker Grade 1 - Shall mean an employee who performs work to the level of their training, and:

- (1) is responsible for the quality of their own work (subject to instructions and direction);
- (2) works in a team environment and/or under routine supervision;
- (3) undertakes duties in a safe and responsible manner;
- (4) exercises discretion within their level of skills and training;
- (5) possesses good interpersonal and communication skills.
- (6) Indicative of the tasks which an employee at this level may be required to perform include the following:

General labouring and cleaning duties.

Order assembling, including picking stock.

Loading/unloading.

Receiving, checking, dispatching and sorting of products.

Satisfying internal and external customer needs.

Operation of a keyboard to carry out stores work.

Documenting and recording of goods, materials and components.

Basic inventory control.

Use of hand trolleys and pallet trucks.

Storeworker Grade 2 - Shall mean an employee who, in addition to performing the duties of a Grade 1 Storeworker:

- (1) has performed 12 months' service as a Storeworker Grade 1 and has satisfactorily acquired the skills relevant to the enterprise at this level;
- (2) may be required to use, for training purposes, materials handling equipment which requires licensing/certification; and
- (3) may be required to assist in the development of Grade 1 Storeworker.

Storeworker Grade 3 -Shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is:

- (1) able to work from complex instructions and procedures;
- (2) able to co-ordinate work in a team environment under general supervision;
- (3) responsible for assuring the quality of their own work;
- (4) possesses sound interpersonal and communication skills;
- (5) licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.; and
- (6) may be required to perform the following tasks/duties:

Inventory and stores control.

VDU operation using intermediate keyboard skills to carry out stores work.

Use of other electronic equipment, eg: scanner, to carry out stores work.

Routine maintenance of stores equipment and machinery.

Storeworker Grade 4 - Shall mean an employee who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single storeworker in charge of a store or as an operator of computer technology used for high level inventory and stock control.

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

- (1) understands and is responsible for their own quality control;
- (2) possesses a sound level of interpersonal and communication skills;
- (3) sound working knowledge of all stores duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's product;
- (4) Where appropriate, accredited by the employer as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product, e.g., chemicals, solvents and explosives;
- (5) may perform work requiring minimal supervision, either individually or in a team environment;
- (6) must be competent to perform the following tasks/duties:

Licensed to operate appropriate materials handling equipment e.g., fork lifts, mobile crane, carousel, etc.
Routine maintenance of stores equipment or machinery.

- (7) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (8) May also be responsible for quality control of the work of other Storeworkers without being responsible for their direction.

Storeworker Grade 5 - Shall mean an employee who has undertaken stores work of all lower grades and who has, at the request of the employer, completed the Warehousing and Distribution Course (No. 8502) at a TAFE college. An employee who is appointed by the employer to this level may be required to perform the following, in addition to the work performed by other grades:

- (1) implement quality control techniques and procedures;
- (2) utilise highly developed level of interpersonal and communication skills;
- (3) assist in the provision of on-the-job training and standards.
- (4) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (5) This position is accountable for performing some of the following tasks, or a combination thereof:

Performing multiple stores activities.

Managing the information within the store.

Has a sound knowledge of the employer's operation and product.

13. Wages

As a result of this agreement, the ordinary weekly rates of pay for employees shall increase by:

- a) The First Year of this Agreement:

Award a four percent (4%) wage rise commencing on and from the first full pay period effective on or after 1st January 2004.

- b) The Second Year of this Agreement:

Award a four percent (4%) wage rise commencing on and from the first full pay period effective 1st January 2005.

- c) The Third Year of this Agreement:

Award a four percent (4%) wage rise commencing on and from the first full pay period effective 1st January 2006.

Classification	Current Rate \$ per 38 hrs	1st Year	2nd Year	3rd Year
Grade 1 Storeworker.	-	641.50	667.20	693.90
Grade 2 Storeworker.	-	672.00	698.90	726.80
Grade 3 Storeworker	676.10	703.10	731.20	760.40
Grade 4 Storeworker	-	736.20	765.60	796.20
Grade 5 Storeworker	-	765.00	795.60	827.40
Team Leader Allowance (all purpose)	40.60	42.20	43.90	45.70

14. 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.

15. 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.

16. Union Recognition and Membership

The Company recognises the National 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.

17. Grievance Settlement Procedure

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

18. 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.

19. 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.

20. 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.

21. Redundancy

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

22. 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.

Casual rates of pay and any tenders to Dorf for Contract Labour will be based on the base rates of pay under this agreement plus the appropriate casual loadings under the Parent Award

23. Public Holidays

The Additional Public Holiday, under clause 24 ii of the Parent Award, shall be observed the last working day preceding or the first working day following the Christmas & Boxing Day Public Holiday or any other day by mutual agreement between the Company and Employee/s.

24. Sick Leave

The employee, where practicable, shall notify an absence to his/her supervisor before the start of the shift from which he/she will be absent and advise the nature of the injury or illness and estimated duration of absence.

An employee claiming sick leave the day before or after a Public Holiday, RDO or weekend, shall produce a Medical Certificate or proof satisfactory to the employer.

Where an employee has been, in the opinion of the Company, abusing sick leave, he/she shall be counselled by the Company and the GWA Counselling & Discipline procedure will apply. If there is no improvement as a result the employee may be required to provide a medical certificate for all subsequent absences.

Any absence of greater than a single day must be accompanied by a Doctors Certificate.

The provisions for Sick Leave will be as per clause 26 Sick leave under the Parent Awards.

25. Transmission of Business

This agreement shall apply to any successor, assignee or transferee of all or any of the work covered by the Parent Award. Employees covered by this agreement or Parent Award will not be entitled to Redundancy, where there is a transmission of business resulting in a continuation of employment benefits and preservation of accrued benefits.

26. Long Service Leave

Long Service Leave- Employees covered by this agreement shall be entitled to payment for the proportional amount of Long Service Leave upon resignation or termination of employment (for any cause other than serious and wilful misconduct) for service over 7 years. All other entitlements to Long Service Leave will be governed by the *Long Service Leave Act 1955*.

27. Delegate Training

Delegate Training- Requests for Delegate training will not be unreasonably withheld. Reasonable notice must be given of such training and details of the training subjects are to be supplied to the company.

28. Superannuation

The Company will remit Superannuation Guarantee Levy payments on employee behalf into either the GMAIL fund, STA, APS or LUCRF.

29. Protection of Employee Entitlements

The GWA Negative Pledge will apply in respect to the protection of employees' entitlements. Refer Attachment 1.

30. Signatures

This Enterprise Agreement was agreed and accepted by the parties on the day of December 2003.

Signed for and on behalf of
Dorf Clark Industries Ltd
In the presence of:

Manufacturing Manager

11 / 12 / 03
Date

Witness

Signed for and on behalf of
the Warehouse employees
In the presence of:

Delegate

11 / 12 / 03
Date

Witness

Signed for and on behalf of
National Union of Workers
(NSW Branch)
In the presence of:

Secretary

22 / 12 / 03
Date

Witness