

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/94

TITLE: Omega Appliances - NSW State Enterprise Agreement 2006-2008

I.R.C. NO: IRC6/789

DATE APPROVED/COMMENCEMENT: 8 March 2006 / 1 June 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Omega Appliances located at 2 Baker Street, East Botany NSW 2019, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Omega Appliances Pty Ltd -&- the National Union of Workers, New South Wales Branch



OMEGA APPLIANCES

BOTANY LOCATION

**ENTERPRISE AGREEMENT 2006 -
2008**

1. **TITLE**

The Enterprise Agreement shall be known as the **Omega Appliances – NSW State Enterprise Agreement, 2006 to 2008** (“the Agreement”)

2. **ARRANGEMENT**

Clause No.	Subject
1.	Title
2.	Arrangement
3.	Commencement date and period of operation
4.	Coverage of Agreement
5.	Parties Bound
6.	No Extra claims
7.	Dispute Resolution Procedure
8.	Transmission of Business
9.	Wage Increases and Incentives
10.	Relationship to Parent Award
11.	Casual Labour
12.	Superannuation
13.	Union Recognition
14.	Classification Levels
15.	Union Picnic Day
16.	Union Delegate Leave
17.	Uniforms and Protective Clothing

3. **COMMENCEMENT DATE AND PERIOD OF OPERATION**

3.1 This Agreement shall take effect from 1st January, 2006 and shall remain in force until 31st December, 2008.

4. **COVERAGE OF AGREEMENT**

4.1 This Agreement shall apply to employees of Omega Appliances, 2 Baker Street, East Botany, for the occupations specified in the Award.

5. **PARTIES BOUND**

5.1 The Parties to this Agreement are as follows: -

- a) Omega Appliances
- b) Employees at Botany engaged in any of the classifications set out in the Storeman and Packers General (State) NSW Award.
- c) National Union of Workers, NSW Branch.

6. **NO EXTRA CLAIMS**

6.1 It is a term of this Agreement that the Union and the Employees will not pursue any extra claims for the duration of this Agreement.

7. **DISPUTE RESOLUTION PROCEDURE**

7.1.1 Any dispute arising out of employment shall be referred by the individual employee to their immediate Supervisor or Manager. The Company will endeavor to resolve the matter within one (1) week of it being raised.

7.1.2 If the matter remains unresolved, a union organizer can be invited to discuss the matter with the company.

7.1.3 In the event that the matter remains unresolved, either party may refer the matter to the Australian Industrial Relations Commission for conciliation & if necessary arbitration. The decision of the commission shall be final & accepted by the parties subject to any right of appeal to a full bench of the commission.

7.1.4 Until this matter is determined, the status quo will prevail (Provided that nothing in the clause shall be taken to limit the companies right to dismiss an employee for misconduct which justifies instant dismissal).

8. TRANSMISSION OF BUSINESS CLAUSE

8.1 This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

9. WAGE INCREASES AND INCENTIVES

9.1.1 Wages will be increased on a cumulative basis for the duration of this Agreement.

01-01-06	4%
02-01-07	4%
02-01-08	4%

9.1.2 It is agreed that the wage increases incorporated into this Agreement are in lieu of any General, Federal or State wage increase that may be granted by the Industrial Relations Commission or State Tribunals during the life of this Agreement.

9.1.3 Due to the changing business environment the company has elected to operate the business on Saturday(s). Employees covered by the agreement agree to the following conditions:

- a. Agree to work (12) Twelve Saturdays (7.6 Hour Shift) per calendar year.
- b. Agree to be paid at penalty rates as per the current award (see attachment 'A').
- c. Agree to be remunerated accumulatively, the total income from 12 Saturdays into their annual salary. To be paid fortnightly commencing 1st January for each year of application within the agreement.
- d. Agree to take the following Monday off after completion of each Saturday worked (Maximum 12)
- e. Agree to work on Saturday as per the published Schedule / Roster.
- f. Agree to provide Medical Certificate if absent from work on scheduled Saturday.
- g. If absent on a scheduled Saturday the employee will attend work on the following Monday. The Saturday not worked will be rescheduled as soon as possible.
- h. All parties agree to a flexible approach with Saturday work.

9.2 SICK LEAVE INCENTIVE.

9.2.1 The company will offer to pay out unused sick leave at anniversary of the new allocation.

9.2.2 Offer is restricted to sick leave accrued within the duration of the site agreement.

9.2.3 Employee may nominate number of unused sick days to be paid out (Maximum 10 per year).

9.2.4 No other form of sick leave incentive will be entered into.

9.3.1 ANNUAL BONUS INCENTIVE

Permanent employees with a minimum period of service of six (6) months, as at 30th October of each year, covered in this Agreement, are invited to participate in the general Omega Appliances annual incentive bonus, that rewards achievement of our National Sales budget.

9.3.2 Such bonus is Company performance driven, and is not a guaranteed payment. This incentive is governed by the inclusive trading period of November – October, this period is subject to change with notice. The value attached to successful achievement of our National Sales budget is regulated by length of service, total annual salary as a proportion of our total wages and salaries costs, and is derived from a Management decided percentage that varies from time to time.

10. RELATIONSHIP TO PARENT AWARD

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

See Attachment 'A'

11. CASUAL LABOUR

11.1.1 Casual / Agency employees will be paid site agreement classification, Member In Training rates, to perform equivalent warehouse duties (plus casual loadings).

11.1.2 Casual / Agency employees will not otherwise participate in the agreement wage incentives. Specifically, clause **9.1.2** to **9.3.2** inclusive.

11.1.3 Casual / Agency employees will be offered permanent employment after 6 months continuous service.

12. SUPERANNUATION

12.1.1 All payments will be subject to Superannuation Guarantee Legislation.

12.1.2 All employees of Omega Appliances covered by this Agreement have the choice to join the LUCRF Superannuation Fund and have their Superannuation contributions paid into this Fund on their request.

13. UNION RECOGNITION

13.1.1 Omega Appliances recognises the National Union of Workers NSW Branch (NUW) as the Union representing employees in related classifications who are covered by this Agreement.

14. CLASSIFICATION LEVELS

14.1.1 There are 3 classifications under this Agreement, namely:

- 1) Team member in training
- 2) Team member – Level A and Level B
- 3) Leading Hand

14.2.1

SITE AGREEMENT 2006 / 2007 / 2008

CLASSIFICATION DESCRIPTIONS ATTACHED

Classification	CUURENT RATE 1/01/05	2006 EFFECTIVE 1/01/06	2007 EFFECTIVE 1/01/07	2008 EFFECTIVE 1/01/08	Periods
Member in Training.	\$ 15.68	\$ 16.31	\$ 16.96	\$ 17.64	per hour
Minimum 6 months	\$ 595.84	\$ 619.67	\$ 644.46	\$ 670.24	per week
probationary period.	\$ 30,983.68	\$ 32,223.03	\$ 33,511.95	\$ 34,852.43	per year
Level 'A'	\$ 17.54	\$ 19.81	\$ 20.61	\$ 21.43	per hour
No Forklift Licence	\$ 666.52	\$ 752.97	\$ 783.09	\$ 814.41	per week
	\$ 34,659.04	\$ 39,154.32	\$ 40,720.49	\$ 42,349.31	per year
		Inc.12 Saturdays	Inc.12 Saturdays	Inc.12 Saturdays	
Level 'B'	\$ 18.14	\$ 20.49	\$ 21.31	\$ 22.16	per hour
Forklift Licence	\$ 689.32	\$ 778.72	\$ 809.87	\$ 842.27	per week
	\$ 35,844.64	\$ 40,493.69	\$ 42,113.44	\$ 43,797.97	per year
		Inc.12 Saturdays	Inc.12 Saturdays	Inc.12 Saturdays	
Leading Hand	\$ 19.12	\$ 21.60	\$ 22.46	\$ 23.36	per hour
Control of staff &	\$ 726.56	\$ 820.79	\$ 853.63	\$ 887.77	per week
warehouse functions.	\$ 37,781.12	\$ 42,681.33	\$ 44,388.58	\$ 46,164.13	per year
		Inc.12 Saturdays	Inc.12 Saturdays	Inc.12 Saturdays	

Smoking breaks for all employees are excluded from this agreement.

Any overtime that is required to be worked by staff will be advised to the relevant employees the day prior.

14.3.1 LEVEL 'A' STOREPERSON – NO FORKLIFT LICENCE

An employee at this level performs work to instruction 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. Indicative of the task which an employee at this level maybe required to perform include the following:

- (a) General labouring and cleaning duties.
 - (b) Order assembling including picking stock.
 - (c) Receiving, checking, despatching and sorting of products (under supervision).
 - (d) Satisfying clients needs (under supervision).
 - (e) Basic operation of keyboard or Radio Frequency (RF) unit to carry out stores work (under supervision).
 - (f) Basic stock control.
 - (g) Use of hand trolleys and pallet jacks.
 - (h) Stocktaking (under supervision).
6. Undertake general induction and occupational health and safety induction:
- a) General Company information.
 - b) Company's security rules.
 - c) Location of docks, facilities and amenities, etc.
 - d) Safe lifting and back safety.
 - e) General safety and warehouse operation. Equipment handling.
7. Unloading / loading trucks by hand.
8. Sortation of freight by destination.
9. Assist Grade 2 with palletisation of freight.

14.3.2 LEVEL 'B' - FORKLIFT LICENCE

Grade 2 Storeperson means an employee has proven and demonstrated skills to the level required of this grade. He/she may have the appropriate license or logbook to operate warehouse equipment.

An employee remains at this level until they are capable of effectively performing through assessment or appropriate certification the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

The requirements are:

Is competent in and able to undertake all tasks in grade 1.

Able to work from complex instruction and procedures.

Able to co-ordinate work in a team environment under general supervision.

Responsible for assuring the quality of their own work.

Possesses sound interpersonal and communication skills.

Possesses forklift license or logbook and/or certified to operate all appropriate materials handling equipment or operates under supervision.

May be required to assist in the training and development of grade 1 Storeperson.

Ensure the required to perform the following tasks/duties when necessary.

Will be required to perform the following tasks / duties when necessary:

- a) Loading / unloading of trucks.
- b) Routine maintenance of equipment e.g. Forklift or pallet mover, etc.
- c) Stock control.
- d) Use of VDU or similar equipment (including terminals mounted on mobile equipment) for a limited number of repetitious transactions and the use of some discretions and some data entry.

Loading and unloading PUD fleet, trucks and semi-trailers by fork or by hand.

Knowledge of customer products with an understanding of their weights and cubes.

Capable of working on their own with palletisation to safe working loads.

Capable of working on their own sorting freight into run destinations to safe working loads.

Cube freight and fill out consignment notes.

14.3.3 LEADING HAND

Employee at this grade is generally a leading hand or senior Storeperson and is responsible for one or more clients and has up to four staff reporting to him/her.

The requirements they must have are:

1. Is competent 1 and undertakes all tasks in grade 1 and 2.
2. Understand and is responsible for quality control.
3. Able to lead a small group of staff (up to 8 people) to achieve operating requirements.
4. Can perform work with minimal or no supervision, either individually or in team environment.
5. Able to perform problem solving, ETA's, stock counts and receive information for a specific customer.
6. Able to control the flow of orders and set priorities.
7. Oversee the proper application and maintenance of appropriate occupational health and safety standards as per company directives.
8. Supervise the quality control and the productivity of the Storeperson reporting to him/her.
9. Able to perform accurate stock control and capturing stock returns.
10. Responsible for capturing all service related cost, hence passing the information to the office.
11. Involve in operating warehouse computer system and able to perform training to lower graded staff of systems being operated or specific customer requirements.

12. To control the quality of work and work output set by management.

15. UNION PICNIC DAY

15.1.1 All permanent employees of Omega Appliances who are members of the NUW and covered by this Agreement only, are entitled to one (1) Picnic Day per calendar year.

15.1.2 A Picnic Day may be taken only after prior arrangement with Supervisor / Manager.

16. UNION DELEGATE LEAVE

16.1.1 Agreement has been reached that upon reasonable requests with prior notice, the Site Delegates will be allowed leave to attend formally notified Union Delegate Meetings / Conferences.

17. UNIFORM ALLOCATION

17.1.1 The Company will provide each permanent employee with both Summer and Winter uniforms, made available inline with weather conditions. We would expect such employees to wear such clothing during working hours.

The allocation will be:

Summer uniform: 4 shirts, 2 shorts

Winter uniform: 4 shirts, 2 long pants, 1 jumper or jacket.

17.1.2 The Company will, in addition, provide safety steel capped boots which will be replaced on a new for old basis after normal wear and tear. We anticipate such a period to be a minimum 12 month period from date of issue.

DERRICK BELAN, State Secretary

Signed for and on behalf of the National Union of
Workers, NSW Branch

Signature

DATED THIS DAY OF 2006

ANDREW CRONIN, General Manager

Signed for and on behalf of Omega Appliance _____
Signature

DATED THIS DAY OF 2006