

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/129

**TITLE: J.Blackwood and Son Ltd Newcastle Enterprise Bargaining
(State) Agreement 2004**

I.R.C. NO: IRC4/2031

DATE APPROVED/COMMENCEMENT: 23 April 2004 / 1 January 2004

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/53

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by J Blackwood and Son Ltd Newcastle located at 90 Hannell Street, Wickam, NSW 2293 engaged in the classifications of Storeman & Packer levels 1-6 and Clerk Grade 1-5 (class 1-4) who fall within the coverage of the Storemen and Packers General (State) Award and the Clerical and Administrative Employees (State) Award

PARTIES: J Blackwood & Son Limited Newcastle -&- the National Union of Workers, New South Wales Branch

J. BLACKWOOD & SON LIMITED NEWCASTLE ENTERPRISE BARGAINING AGREEMENT 2004

1. Title of Agreement

This agreement shall be known as the J.Blackwood & Son Limited Newcastle Enterprise Bargaining (State) Agreement 2004.

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PART A PRELIMINARY MATTERS

3. Parties to the Agreement

This agreement shall be binding on:

- (a) J. Blackwood & Son Limited Newcastle located at 90 Hannell Street, Wickham NSW (Hereafter known as 'The Company' or 'The Business')
- (b) Employee organisations covering the above site known as:
 1. National Union of Workers, NSW Branch
- (c) All employees employed by the company who are engaged in any of the classifications specified in the following awards:
 1. Storeman and Packers General (State) Award
 2. Clerical and Administrative Employees (State) Award

4. Relationship to Parent Awards

It has been determined by the parties to this agreement that this agreement shall be read and interpreted in conjunction with the:

1. Storeman and Packers General (State) Award
2. Clerical and Administrative Employees (State) Award

Provided that where there is any inconsistency between the awards in 1 and 2 above and this agreement, this agreement shall prevail to the extent of the inconsistency.

5. Term of Agreement

This agreement shall commence from the first full pay period on or after 1 January 2004, and shall remain in force until 31 December 2004.

6. No Extra Claims

There shall be no further claims for the wage increases during the term of this agreement other than those required to be paid under State Wage Case Principles.

7. Review of the Agreement

The parties agree to review this agreement no later than 2 months prior to the end of its term. In context of this review, the parties shall examine both the operation of the agreement and the possibilities of entering into a further agreement.

8. Purpose of the Agreement

The purpose of this agreement is:

- (i) To achieve improvement in productivity, efficiency and flexibility which will in turn enhance the company's competitiveness and offer secure stable employment to its employees.
- (ii) To foster and build on the existing team spirit amongst employees and to create greater staff involvement in the way we conduct our business by doing things better which will be supported by better training and the utilisation of our accreditation to quality standard as AS NZS ISO 9002:1994.
- (iii) To maintain and improve our current growth rate by being focused on the needs of our customers and to offer them the highest standards of customer service.

9. Consultative Committee

- (i) It is agreed between the parties that the Consultative Committee which was established as part of the previous Award shall continue to meet at regular intervals to discuss and consider methods of improving productivity and efficiency.
- (ii) The Committee shall comprise of one delegate and one co-delegate of the union involved, together with three management representatives, effective for the term of this agreement.
- (iii) It is agreed that meetings of all employees may be required, but only upon the agreement of the entire Committee. Such meetings will only occur at a time convenient to the operations of the Company.

PART B HOURS OF WORK

10. Ordinary Hours of Work

The ordinary hours of work will be 38 hours Monday to Friday each week exclusive of lunch breaks and with the daily hours of operation being between the hours of:

- (i) 6.30am and 6:30pm for those employee's covered by the Storeman and Packers, General (State Award).
- (ii) 6.30am and 6.30pm for those employee's covered by the Clerical and Administrative Employees (State Award).

A minimum of 4 weeks notice (or less by mutual agreement between the company and employee) will be required to be given by the company to an employee if there is a need to change employee's daily hours.

PART C MEAL ALLOWANCE

11. Meal Allowance

An employee who works overtime for more than one hour or any day or shift after the fixed ceasing time shall be paid on such day an amount of (A or B) as a meal allowance unless notified on the previous day of the intention to work such overtime. Such payment shall be made prior to the commencement of the meal time on the day overtime is to be worked. Should an employee be notified of the intention to work overtime and then not be called upon to do so he/she shall be paid an amount of (A or B).

- A Shall mean \$9.78 for employees covered by this agreement classified as clerical and administrative employees.
- B Shall mean \$9.06 for employees covered by this agreement classified as Storemen and/or Packers.

PART D WAGE ADJUSTMENT

12. Wage Adjustments

The following wage increases shall apply to all employees in the classifications covered by the following awards:

- (a) Storemen and Packers General (State) Award
- (b) Clerical and Administrative Employees (State) Award
 - 1. On and from the first fully pay period to commence on or after 1 January 2004 rates of pay shall be increased by 3.0%.
 - 2. Appendix A sets out the rates of pay for classifications of employees covered by the agreement.

PART 3 GRIEVANCE/DISPUTE SETTLEMENT AND COUNSELLING PROCEDURE

13. Grievance/Dispute Settlement Procedure

- 1. The purpose of the grievance procedure is to resolve all normal work related problems that may arise as quickly as possible. Parties should always confer in good faith and without delay.
- 2. Management always stands ready to discuss matters that concern employees.
- 3. When a problem concern or grievance arises, the Departmental Supervisor is the first contact. The supervisor is best placed to understand the employees problems.
- 4. It is supervisors and management's obligation to reply to all matters raised by employees either with an answer or to advise that more time is required.
- 5. "Following the grievance procedure" means that if the matter is not settled with the Supervisor, then the employee and/or union delegate can ask the Supervisor to refer the matter to the next higher authority, and so on up to the level of authority as in the procedure illustrated.
- 6. At any stage, depending on the seriousness of the matter, management may call the employees together to fully discuss the matter. The employees also through their Supervisor, can request a meeting with management for the same reason. This type of meeting would be on paid time.
- 7. Provided the formal grievance procedure is followed then the existing agreement for paid union meetings will be honoured.

8. Certain other meetings may be paid for example where employees are to hear a report back from a union, depending upon circumstances and relating only to 'domestic' issues already under discussion.
9. While any grievance or disagreement is being discussed as above all employees should remain on the job and work normally.
10. If employees decide to hold a stop work meeting on their own they will not be paid for the time lost.
11. It is recognised that all parties have the common interest 'to satisfy the customer at all times'.

14. Probationary Period

Whilst not applicable to all current employees, it is agreed that in the interest of all concerned, a mutually agreed set of conditions should be set for all new employees working under the terms and conditions of this agreement.

Accordingly it is agreed that for the first three months of employment each new full time or part time employee will be required to accept employment in a probationary capacity. During this probationary period the company reserves the right to determine continuity of service either during or at the time of completion of the probationary period.

Upon engagement an employee shall be advised of the probationary nature of their employment. During the first three months the company shall monitor the performance of such an employee and employee will be advised from time to time as to their performance. Upon completion of the probationary period the employee will be advised as to whether the contract of employment shall continue to be terminated.

15. Counselling Procedure

1. A formal counselling process will apply to matters such as habitually poor time-keeping, unacceptable absenteeism, continuous errors made after training period completed, mischievous or malicious communication to customers, regular unauthorised use of the company's telephone system.
2. When counselling fails and offences are repeated, the employee will be issued with a formal warning with the union delegate in attendance. If no improvement occurs the next step will be an official final warning (recorded in writing) administered with the union representative in attendance. If the unacceptable behaviour continues at any time in the future, the employee having already received and official final warning, will be dismissed. These warnings shall remain valid for the period of 12 months unless otherwise agreed between the parties involved.
3. In the case of insubordination this will be handled at two levels of management, for example the manager or supervisor involved together with the employee's immediate superior and the same two step counselling and warning procedure will be followed.
4. In all cases where an employee refuses the duties for which such an employee was employed, other than on substantiated safety grounds, or for that matter, refuses any lawful command, employment may be terminated.
5. In cases where employee behaviour results in a criminal act, the company may press charges and refer the matter to the police for direct action and terminate employment for example theft, assault, property damage, drug taking whilst at work, breaking and entering any of the company's premises, tampering with any installed security device or system, passing confidential information to any of our competitors etc.

16. Public Holidays

1. For the purposes of this agreement, the following days only shall be Public Holidays:
 - a) Days gazetted as public holidays to be observed throughout the State; and

- b) Newcastle Show Day, provided that such a day or part-day is gazetted as a Local Holiday; and
- c) Union Picnic Day, which shall be on a day to be agreed between individual employees and management, taking into account the respective needs of the individual and the needs of the business

17. Signatories to the Agreement

SIGNED FOR AN ON BEHALF OF THE EMPLOYEES OF
J. BLACKWOOD & SON LIMITED NEWCASTLE

1. NATIONAL UNION OF WORKERS (NSW BRANCH)

SIGNED: _____

DATE: 2 / 2 / 04

2. J. BLACKWOOD & SON LIMITED

SIGNED: _____

DATE: 20 / 1 / 04

APPENDIX A

STOREMEN AND PACKERS

CLASSIFICATION	1.1.2002	1.1.2003	1.1.2004
LEVEL 1			
Storeperson under 1 year	545.29	561.65	578.50
Storeperson after 1 year	552.79	569.37	586.45
Storeperson after 2 years	560.31	577.12	594.43
Storeperson after 3 years	567.42	584.44	601.97
LEVEL 2			
Sales Counter under 1 year	554.07	570.69	587.81
Sales Counter after 1 year	563.46	580.36	597.77
Sales Counter after 2 years	572.90	590.09	607.79
Sales Counter after 3 years	581.91	599.37	617.35
LEVEL 3			
Telephone Sales under 1 yr	571.63	588.78	606.44
Telephone Sales after 1 yr	584.80	602.34	620.41
Telephone Sales after 2 yrs	598.13	616.07	634.55
Telephone Sales after 3 yrs	610.89	629.22	648.10
LEVEL 4			
Storeperson Leading Hand under 1 year	586.53	604.13	622.25
Storeperson Leading Hand after 1 year	601.93	619.99	638.59
Storeperson Leading Hand after 2 years	616.69	635.19	654.25
Storeperson Leading Hand after 3 years	631.83	650.78	670.30
LEVEL 5			
Telephone Sales Special Accounts under 1 year	591.40	609.14	627.41
Telephone Sales Special Accounts after 1 year	604.59	622.73	641.41
Telephone Sales Special Accounts after 2 years	617.86	636.40	655.49
Telephone Sales Special Accounts after 3 years	630.64	649.56	669.05
LEVEL 6			
Telephone Sales Supervisor under 1 year	601.93	619.99	638.59
Telephone Sales Supervisor after 1 year	616.68	635.18	654.24
Telephone Sales Supervisor after 2 years	631.83	650.78	670.30
Telephone Sales Supervisor after 3 years	646.98	666.39	686.38

CLERKS

CLASSIFICATION	1.1.2002	1.1.2003	1.1.2004
Clerk Grade 5 Class 1	631.42	650.36	669.87
Clerk Grade 5 Class 2	621.96	640.62	659.84
Clerk Grade 5 Class 3	611.98	630.34	649.25
Clerk Grade 5 Class 4	603.07	621.16	639.79
Clerk Grade 4 Class 1	600.51	618.53	637.09
Clerk Grade 4 Class 2	592.95	610.74	629.06
Clerk Grade 4 Class 3	585.39	602.95	621.04
Clerk Grade 4 Class 4	577.96	595.30	613.16
Clerk Grade 3 Class 1	582.42	599.89	617.89
Clerk Grade 3 Class 2	577.15	594.46	612.29
Clerk Grade 3 Class 3	571.35	588.49	606.14
Clerk Grade 3 Class 4	565.68	582.65	600.13
J 85% 20 years	480.82	495.24	510.10
J 75% 19 years	424.25	436.98	450.09
J 65% 18 years	367.70	378.73	390.09
J 55% 17 years	311.12	320.45	330.06
J 45% 16 years	254.57	262.21	270.08
Clerk Grade 2 Class 1	567.96	585.00	602.55
Clerk Grade 2 Class 2	562.43	579.30	596.68
Clerk Grade 2 Class 3	556.78	573.48	590.68
Clerk Grade 2 Class 4	551.08	567.61	584.64
J 85% 20 years	468.43	482.48	496.95
J 75% 19 years	413.33	425.73	438.50
J 65% 18 years	358.22	368.97	380.04
J 55% 17 years	303.10	312.19	321.56
J 45% 16 years	247.99	255.43	263.09
Clerk Grade 1 Class 1	537.93	554.07	570.69
Clerk Grade 1 Class 2	532.65	548.63	565.09
Clerk Grade 1 Class 3	527.12	542.93	559.22
Clerk Grade 1 Class 4	526.19	541.98	558.24
J 85% 20 years	447.26	460.68	474.50
J 75% 19 years	394.66	406.50	418.70
J 65% 18 years	342.03	352.29	362.86
J 55% 17 years	289.41	298.09	307.03
J 45% 16 years	236.79	243.89	251.21