

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/150

**TITLE: Bakers Construction + Industrial Blacktown (Clerical)
Enterprise Agreement 2004-2005**

I.R.C. NO: IRC5/105

DATE APPROVED/COMMENCEMENT: 9 February 2005 / 9 February 2005

TERM: 7

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 8 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by J. Blackwood & Son Limited, t/as Bakers Construction + Industrial, located at 3-9, Forge Street, Blacktown NSW 2148, who fall within the coverage of the Clerical and Administrative (State) Award.

PARTIES: J Blackwood & Son Limited trading as Bakers Construction - Industrial -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

BAKERS CONSTRUCTION + INDUSTRIAL BLACKTOWN (CLERICAL) ENTERPRISE AGREEMENT 2004-2005

1. Title of Agreement

This Agreement shall be known as the Bakers Construction + Industrial Blacktown (Clerical) Enterprise Agreement 2004-2005.

2. Arrangement

1. Title of Agreement
2. Arrangement
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Appendix 1 - Wage Rate Structure

3. Parties to the Agreement

This Agreement shall be binding upon:

- 3.1 J Blackwood & Son Limited, trading as Bakers Construction + Industrial, 3-9 Forge Street, Blacktown NSW 2148 (hereafter referred to as "the Company");
- 3.2 New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union (hereafter referred to as "the Union"); and
- 3.3 Employees of J Blackwood & Son Limited, trading as Bakers Construction + Industrial, engaged in both the sales office and warehouse departments, and classified as Clerks.

4. Date and Period of Operation

This Agreement shall come into operation from the date it is certified by the NSW Industrial Relations Commission and shall have a nominal expiry date of 30 September 2005.

5. Relationship to Parent Award

- 5.1 This Agreement shall be read and construed in conjunction with the NSW Clerical and Administrative Employees (State) Award.
- 5.2 Where there is any inconsistency between the abovementioned award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

6. Duress

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

7. Purpose of the Agreement

The purpose of this Agreement is:

- 7.1 To improve communication between all employees at Bakers Construction + Industrial in an endeavour to increase morale with a view to eliminating the "them" and "us" syndrome, therefore creating a more united workplace and a more efficient workforce.
- 7.2 To increase productivity and efficiency by developing an environment based on "team" cultures.
- 7.3 To foster the involvement of all employees and to provide training, input, commitment and 'ownership' of one's tasks to improve the performance of the company.
- 7.4 To continue with the ongoing program of maintaining an efficient workplace for the storing, sales and distribution of company product as required by customers and to remunerate employees who contribute to the efficiency.
- 7.5 These objectives would be best achieved by the continuation of the established Consultative Committee and the development of workplace based action teams with the aim of identifying any problem areas and improving productivity.
- 7.6 Matters for review by the Consultative Committee will include:
 - (a) Employee absenteeism (paid and unpaid);
 - (b) Work practices;
 - (c) 'Doing the job right the first time'
 - (d) Giving the maximum job commitment;
 - (e) Total commitment to quality;
 - (f) Identification of the needs for developing customer satisfaction eg. measure of customer complaints, reduction in credit/returns;
 - (g) Consideration of a financial performance indication system eg. Sales per employee, net profit to sales, expenses to sales etc. Company to provide details of how such a system may be evolved and implemented;
 - (h) Review of current wage system which is based on years of service to that of a skills-based system for all personnel;
 - (i) One set of conditions of employment for employees on site;
 - (j) Availability of appropriate training for employees to assist with career path opportunities; and
 - (k) Review of flexible working hour principles.
- 7.7 All matters under review should be completed and findings reported within twelve (12) months.

8. Ordinary Hours of Work

- 8.1 The span of ordinary hours for those employees covered by this Agreement is Monday to Friday 6.30am to 6.30pm.

8.2 Current Employees:

- (a) Ordinary hours of work will be 37 hours 10 minutes (or 37 hours 50 minutes for an "existing employee" as defined in Clause 9.1 hereafter), exclusive of meal breaks, with the daily spread of hours being set by the Company with the span of ordinary hours outlined in Sub-Clause 8.1
- (b) A minimum of twelve (12) weeks notice (or less by mutual agreement between the Company and the employee) will be required to be given by the Company to an employee if there is a need to change such employee's daily hours.

8.3 New Employees:

- (a) Employees engaged on or after the date of acceptance of this Agreement will work a 38 ordinary hour week, exclusive of meal breaks, with the daily spread of hours being set by the Company within the span of ordinary hours outlined in Sub-Clause 8.1.
- (b) A minimum of seven (7) days notice (or less by mutual agreement between the Company and the employee) will be required to be given by the Company to an employee if there is a need to change such employee's daily hours.

8.4 Shift Work:

- (a) 'Early morning shift' means any shift commencing at or after 4.00am and/or before 6.30am.
- (b) 'Afternoon shift' means any shift finishing after 6.30pm and at or before midnight.
- (c) Employees currently engaged on permanent afternoon shift and in receipt of the appropriate shift loading will continue to be paid such loading as provided for in the appropriate award whilst continuing in their employment of shift work. Changes to these shifts for these employees will be by mutual agreement.

9. Wage Adjustments & Rates

9.1 An employee considered to be an 'existing employee' as determined in Clause 3 "Rostered Days Off" of the Memorandum of Understanding between the Company and the Union and endorsed as a result of negotiations before the then Industrial Commission of NSW in Matter No's 410 and 1315 of 1991, shall:

- (a) have the option of electing to change their hours of work to forgo their current RDO working arrangement; and
- (b) receive a premium increase equivalent to 1.5% of their current rate, as compensation for such forfeiture at a time mutually agreed between the parties.

9.2 Notwithstanding sub-clause 9.1 herein, all employees engaged under this Agreement will be granted a wage increase, based on the employee's respective current rate of pay and paid upon the signing of this Agreement. The increase will be payable as follows:

- (a) With effect from the first full pay period on or after 1 October 2004: 3%

9.3 The rates of pay for the classifications covered by this Agreement are detailed in Appendix 1.

10. Multi-Skilling

10.1 It is agreed that the program for the multi-skilling of duties will continue to be reviewed with the object of freeing up job demarcation between the employees at Blacktown Warehouse.

10.2 Furthermore, all employees to this Agreement agree to work in any part of the enterprise, provided that the employee is competent and the work can be performed with safety.

10.3 Appropriately, employee training will be provided where necessary.

11. Overtime

All time worked by permanent and casual employees outside the ordinary hours of work prescribed by Clause 8, Ordinary Hours of Work, of this Agreement, shall be paid at the overtime rates of time and one half for the first two hours and double time thereafter.

12. Probationary Period

Whilst not applicable to all current employees, it is agreed that in the interests 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 the first three (3) months of employment from the date of commencement, 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. The counselling procedure as set out in Clause 15 hereafter will be adopted if necessary for the purpose of this Clause.

13. Sick Leave

13.1 Permanent employees are entitled to paid sick leave on the basis of:

Service up to 1 year - 38 hours per year (5 days)

Service over 1 year - 76 hours per year (10 days)

13.2 Unused sick leave will accrue from year to year without limit, provided that the company is not required to pay more than 26 weeks' sick leave in any one year. Accrued sick leave will not be paid on termination of employment.

13.3 Where an employee takes any sick leave of more than one consecutive day or after four single days they must provide a doctor's certificate to authorise the absence. If no such certificate is provided, the absence will be considered unauthorised and recorded as unpaid leave.

13.4 The company must be advised, wherever practicable, of the employee's absence as soon as possible on the first day of absence and given an estimate of the length of absence by the employee.

13.5 Absence that has not been approved on the day before or the day after a public holiday may result in payment for the public holiday being withheld.

13.6 Payment for sick leave shall not apply to any period of leave for which workers' compensation is payable under the Workplace Injury Management and Workers Compensation Act 1998 (NSW).

14. Counselling Procedure

14.1 A formal counselling process will apply to matters such as habitually poor time-keeping; unacceptable absenteeism; continuing errors made after training period completed; and mischievous or malicious communication to customers.

14.2 When counselling fails and offences are repeated, the employee will be issued with a Formal Warning with the union delegate present.

14.3 If no improvement occurs, the next step will be an Official Final Warning administered with the union delegate in attendance.

14.4 If the unacceptable behaviour continues at any time in the future, having already received an Official Final Warning, the employee will be dismissed.

- 14.5 These warnings will remain valid for a period of twelve (12) months unless otherwise agreed between the parties involved.
- 14.6 In the case of insubordination, this will be handled at two levels of management eg. the manager or supervisor involved with the employee's immediate superior and the same abovementioned counselling and warning procedure will be followed.
- 14.7 In all cases where an employee refuses to perform the duties for which such an employee was employed, other than on substantiated safety grounds. Or for that matter, refuses any lawful command, employment will be terminated.
- 14.8 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. Criminal act include theft, assault, property damage, drug taking whilst at work, breaking and entering into any of the Companies premises, tampering with any installed security device or system and passing confidential information to our competitors etc.

15. Grievance/Dispute Procedure

- 15.1 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.
- 15.2 Management always stands ready to discuss matters that concern employees.
- 15.3 When a problem, concern or grievance arises, the immediate supervisor is the first contact. The supervisor is best placed to understand the employee's problems.
- 15.4 It is supervisions and managements obligations to reply to all matters raised by the employees, either with an answer or to advise that more time is required.
- 15.5 'Following the grievance procedure' means that if the matter is nor settled with the immediate 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.
- 15.6 At any stage, depending upon the seriousness of the matter, management may call employees together to fully discuss the matter. The employees also, through their supervisor can request a meeting with management for the same reason.
- 15.7 Provided that formal grievance procedure is followed, then the existing agreement for paid union meetings will be honoured.
- 15.8 Certain other meetings may be paid for, such as where employees are to hear a report back from the Union, depending on the circumstances and relating only to 'domestic' issues already under discussion.
- 15.9 While any grievance or disagreement is being discussed as above, all employees should remain on the job i.e. work should continue normally.
- 15.10 If employees decide to hold a stop work meeting on their own, then they will not be paid for the time lost.
- 15.11 It is recognised that all parties have the common interest: "to satisfy the customer at all times".

16. No Extra Claims

The parties to this Agreement acknowledge that there shall be no further claims for wage increases or any other claims during the term of this Agreement.

17. Redundancy

In the unlikely event of positional redundancy, employee entitlements, including any applicable severance, would be calculated in accordance with the Wesfarmers Industrial & Safety Redundancy Policy which may change from time to time. At no time will the administration of the WIS Redundancy Policy result in conditions of disadvantage against that prescribed by the applicable award.

18. Anti-Discrimination

Refer to Clause 2 of the Clerical and Administration Employees (State) Award.

19. Signatories to the Agreement

Signed for on behalf of Bakers Construction + Industrial

Signed: _____ Date: 31.1.05 _____

Witnessed by: _____ Date: 31.1.05 _____

Signed for on behalf of the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union

Signed: _____ Date: 2.2.05 _____

Witnessed by: _____ Date: 2.2.05 _____

APPENDIX 1

WAGE RATE STRUCTURE

CLASSIFICATION		WEF FFPP 01/10/2004 (3%)
Grade 1		
Adult	1st year	\$31,659.12
	2nd year	\$31,663.54
	3rd year	\$32,120.32
	4th year	\$32,439.18
Junio	16 yrs	\$14,246.83
	17 yrs	\$17,411.75
	18 yrs	\$20,578.32
	19 yrs	\$23,730.55
	20 yrs	\$26,909.81
Grade 2		
Adult	1st year	\$33,233.03
	2nd year	\$33,576.17
	3rd year	\$33,918.76
	4th year	\$34,250.86
Junior	16 yrs	\$14,955.72
	17 yrs	\$18,277.86
	18 yrs	\$21,601.11
	19 yrs	\$24,929.91
	20 yrs	\$28,248.16

Grade 3		
Adult	1st year	\$34,113.49
	2nd year	\$34,454.42
	3rd year	\$34,806.94
	4th year	\$35,122.49
Junior	16 yrs	\$15,351.27
	17 yrs	\$18,762.23
	18 yrs	\$22,173.19
	19 yrs	\$25,584.71
	20 yrs	\$28,996.22
Grade 4		
Adult	1st year	\$34,854.94
	2nd year	\$35,302.34
	3rd year	\$35,758.57
	4th year	\$36,215.90
Junior	16 yrs	\$15,685.02
	17 yrs	\$19,169.36
	18 yrs	\$23,029.93
	19 yrs	\$26,141.34
	20 yrs	\$29,626.78
Grade 5		
	1st year	\$36,780.26
	2nd year	\$36,905.49
	3rd year	\$37,557.56
	4th year	\$38,078.88

WEF FFPP - With Effect From First Full Pay Period