

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/42

**TITLE: J. Blackwood & Son Limited Newcastle Enterprise Agreement 2006-2008**

**I.R.C. NO:** IRC5/6762

**DATE APPROVED/COMMENCEMENT:** 17 January 2006 / 1 January 2006

**TERM:** 30

**NEW AGREEMENT OR  
VARIATION:** Replaces EA05/145.

**GAZETTAL REFERENCE:** 17 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by J. Blackwood & Son Limited Newcastle branch, located at 90 Hannell Street, Wickham NSW 2293, who fall within the coverage of the Storeman 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 AGREEMENT 2006 - 2008**

## **1. TITLE**

This agreement shall be known as the J. Blackwood & Son Limited Newcastle Enterprise (State) Agreement 2006 - 2008.

## **2. ARRANGEMENT**

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40. Appendix C – Key Performance Indicators

### **3. PARTIES TO THE AGREEMENT**

3.1 This agreement shall be binding on:

- (a) J. Blackwood & Son Limited Newcastle branch located at 90 Hannell Street, Wickham NSW (Hereafter known as 'The Company', 'The Business' or 'The Company')
- (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 AWARDS AND AGREEMENTS**

4.1 It has been determined by the parties of 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

4.2 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.

4.3 This agreement shall apply to the exclusion of any previous agreements that have covered the J. Blackwood & Son Limited Newcastle branch located at 90 Hannell Street, Wickham NSW.

### **5. TERM OF AGREEMENT**

5.1 This agreement shall commence from the first full pay period on or after 1 January 2006, and shall remain in force until 30<sup>th</sup> June 2008.

### **6. OBJECTIVES OF THE AGREEMENT**

6.1 The Company and its employees bound by this Agreement agree to work towards the achievement of effective and efficient business operations through a process of continuous improvement aimed at achieving gains in productivity and flexibility throughout the branch operations.

6.2 The benefits of achieving set Key Performance Indicators (KPIs) will enable employees to have the potential to achieve a variable amount of pay, based on performance. The KPI system is constructed on a basis that provides both the employees and Company with positive results when the KPIs are achieved.

## **7. REVIEW OF THE AGREEMENT**

- 7.1 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. CONSULTATIVE COMMITTEE**

- 8.1.1 It is agreed between the parties that the established Consultative Committee will continue to meet regularly if required to discuss and consider methods of improving productivity and efficiency within the branch.

## **9. PROBATIONARY PERIOD**

- 9.1 New employees may be employed on a probationary basis for a period not exceeding 3 months. Employees will be notified by an authorised representative of the Company prior to probationary period completion as to whether permanent employment shall be confirmed.

## **10. TERMS OF ENGAGEMENT**

- 10.1 Employment shall be by the week for all full-time and part-time permanent employees and by the hour for casual employees.
- 10.2 Upon engagement an employee shall be informed, in writing and within 14 days of appointment, by the Company of:
- (a) Whether the employee is to be engaged on a full-time, part-time, or casual basis.
  - (b) Whether the employee is engaged within the Company's Administration, Customer Service or Warehouse function.
  - (c) The employee's level within the appropriate stream
  - (d) The employee's probationary period
- 10.3 Wages shall be paid fortnightly by electronic funds transfer to a nominated bank account.
- 10.4 Employees may be transferred from one branch to another providing there is no unreasonable change in the daily travel arrangements, or by agreement of the employee concerned.

## **11. PART-TIME EMPLOYMENT**

- 11.1 Employees may be engaged on a permanent part-time basis to work less than an average of 38 hours per week over a 4 week cycle provided that:
- 11.2 Hourly wage rates shall be one thirty-eighth of the weekly ordinary time rate of pay.
- 11.3 Part-time employees shall have pro-rata entitlement to annual leave, sick leave, long service leave, personal carer's leave and other leave provisions in this Agreement.
- 11.4 The average weekly hours, days of work, and the start and finish times, are agreed to upon commencement and shall remain fixed unless varied by mutual agreement or by one week's notice given by the Company.

- 11.5 The minimum hours of part-time work are 7.6 per week and 3.0 per day, except:
- (a) Where the Company and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week.
  - (b) Overtime will be paid for all hours worked in excess of 38 per week.

## **12. CASUAL EMPLOYMENT**

- 12.1 Casual employment means employment on an hourly basis for any number of hours per 4 week cycle.
- 12.2 Casual employees will receive 1/12 holiday loading per hour in addition to their hourly rate.
- 12.3 Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus a loading of 20%. This loading compensates casual employees for entitlements and benefits otherwise available to full-time employees.
- 12.4 The ordinary hours of work, exclusive of meal breaks, shall be the same as those prescribed for full-time employees, except that the minimum hours of work per day shall be 3, unless otherwise agreed with the employee concerned.

## **13. WAGE AND CLASSIFICATION STRUCTURE**

- 13.1 All employees who are employed by the Company within the administration, customer service or warehouse stream at the JBS Newcastle site shall be allocated to a specific level in accordance with the classification descriptions outlined below.
- 13.2 Appointment to a specific position will be at the discretion of the Company, and subject to position availability and evaluation of the skills and experience of the employee concerned.
- 13.3.1 It is the intention of the parties that the move to the new classification structure will not lead to a decrease in wages.
- 13.3.1 Where an existing employee currently receives less than the wage rate specified in the classification structure (Appendix A), they will move to the greater wage rate, however continue through the levels as indicated in Appendix B.
- 13.3.2 Where an existing employee receives a wage rate greater than that identified for their level, that employee will maintain that wage rate.
- 13.4 An employee shall be graded in the grade where the principal function of his/her employment, as determined by the Company is of that described in subclauses 13.5 to 13.7.3 of this clause.

### **13.5 ADMINISTRATION STREAM**

All clerical and administration employees covered by this Enterprise Agreement shall be classified as follows:

#### **13.5.1 Level 1**

An employee at this grade is engaged to perform clerical and office tasks, typically within broadly defined procedures or processes.

A Level 1 position is described as follows:

- (a) The employee may work under routine supervision with intermittent checking.
- (b) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Level 1 position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> <li>• Update and modify existing organisational records</li> <li>• Remove inactive files</li> <li>• Copy data on to standard forms</li> </ul>
Communication	<ul style="list-style-type: none"> <li>• Respond to incoming telephone calls</li> <li>• Make telephone calls</li> <li>• Draft simple correspondence</li> </ul>
Company	<ul style="list-style-type: none"> <li>• Provide information from own function area</li> <li>• Re-direct inquiries and/or take appropriate follow-up action</li> <li>• Meet visitors and attend to their needs</li> </ul>
Technology	<ul style="list-style-type: none"> <li>• Operate equipment</li> <li>• Identify and/or rectify minor faults in equipment</li> <li>• Edit and save information</li> <li>• Produce document from written text using standard format</li> <li>• Shut down equipment</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>• Organise own work schedule</li> <li>• Know roles and functions of other employees</li> </ul>
Team	<ul style="list-style-type: none"> <li>• Participate in identifying tasks for team</li> <li>• Complete own tasks</li> <li>• Assist others to complete tasks</li> </ul>
Business Financial	<ul style="list-style-type: none"> <li>• Process and expedite purchase orders as directed</li> </ul>

### 13.5.2 Level 2

An employee at this grade is engaged to perform detailed clerical tasks, typically within defined procedures or processes.

A Level 2 position is described as follows:

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible to give assistance and direction to new employees and/ or other members of their team.
- (c) An employee at this grade applies knowledge with depth in some areas and broad range of skills. Usually, work will be performed

within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Level 2 position are:

<b>UNIT</b>	<b>ELEMENT</b>
Information Handling	<ul style="list-style-type: none"> <li>• Prepare new files</li> <li>• Identify and process inactive files</li> <li>• Record documentation movements</li> </ul>
Communication	<ul style="list-style-type: none"> <li>• Respond to telephone, oral and written requests for information</li> <li>• Draft routine correspondence</li> <li>• Handle sensitive inquiries with tact and discretion</li> </ul>
Company	<ul style="list-style-type: none"> <li>• Clarify specific needs of client/other employees</li> <li>• Provide information and advice</li> <li>• Follow-up on client/employee needs</li> <li>• Clarify the nature of a verbal message</li> <li>• Identify options for resolution and act accordingly</li> </ul>
Technology	<ul style="list-style-type: none"> <li>• Maintain equipment</li> <li>• Train others in the use of office equipment</li> <li>• Select appropriate media</li> <li>• Establish document structure</li> <li>• Produce documents</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>• Co-ordinate own work routine with others</li> <li>• Make and record appointments on behalf of others</li> </ul>
Team	<ul style="list-style-type: none"> <li>• Clarify tasks to achieve group goals</li> <li>• Negotiate allocation of tasks</li> <li>• Monitor own completion of allocated tasks</li> </ul>
Business Financial	<ul style="list-style-type: none"> <li>• Reconcile accounts to balance</li> <li>• Document and lodge takings at bank</li> <li>• Receive and document payment/takings</li> <li>• Follow up and record outstanding accounts</li> <li>• Approve payments to creditors</li> <li>• Maintain stock control records</li> <li>• Process relevant reports to create purchase orders</li> <li>• Coordinate the expediting of purchase orders</li> <li>• Liaise with relevant team members in relation to vendor performance.</li> </ul>

### **13.6 CUSTOMER SERVICE STREAM**

All customer service employees covered by this Enterprise Agreement shall be classified as follows:

#### **13.6.1 Level 1**

An employee at this grade is able to deal with a majority of customer and product related inquiries, with the following additional characteristics

- (a) The employee is responsible for the quality of their own work, and may work under limited supervision with checking relating to overall progress and results.
- (b) An employee at this grade applies detailed knowledge and skill to a range of tasks.

- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Level 1 position include the following tasks:

UNIT	ELEMENT
Customer Service	<ul style="list-style-type: none"> <li>• Respond to detailed customer inquiries</li> <li>• Update and modify existing organisational records</li> <li>• Provide detailed service relating to product and services</li> <li>• Respond to customer complaints and issues</li> </ul>
Technology	<ul style="list-style-type: none"> <li>• Enter complex orders into systems</li> <li>• Produce document from written text using standard format</li> <li>• Review systems to deal with minor issues as they arise</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>• Organise own work schedule</li> <li>• Know roles and functions of other employees</li> <li>• Re-direct inquiries and/or take appropriate follow-up action</li> </ul>
Team	<ul style="list-style-type: none"> <li>• Participate in identifying tasks for team</li> <li>• Assist others within team to complete tasks</li> </ul>
Product	<ul style="list-style-type: none"> <li>• Good knowledge of product range and services</li> </ul>

### 13.6.2 Level 2

An employee at this level is an experienced CSO, who is required to deal with all customer and product related inquiries as well as more detailed problem solving and complex issue resolution. An employee at this level would be involved in either a support role to a Product Manager or a Contracts department team member.

The characteristics of this grade are as for Level 1, with the following additional characteristics:

- (a) The employee is responsible for the quality of their own work as well as for the training and induction of new employees. This employee will work under limited supervision with checking relating to overall progress and results.
- (b) An employee at this grade applies detailed knowledge and skill to a broad range of tasks and problems.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of discretion and minor decision making.

Indicative tasks of a Level 2 position include those specified for a Level 1, and the following additional tasks as described below:

UNIT	ELEMENT
Customer Service	<ul style="list-style-type: none"> <li>• Respond to detailed customer inquiries and referrals from other team members</li> <li>• Provide detailed service and problem solving relating to product and services</li> <li>• Respond to and resolve detailed customer complaints and issues</li> </ul>
Technology	<ul style="list-style-type: none"> <li>• Advise and mentor others in the team with respect to systems and procedures</li> <li>• Rectify minor errors within systems and refer to appropriate bodies for further assistance</li> </ul>



	<ul style="list-style-type: none"> <li>• Produce reports as required</li> </ul>
Organisational	<ul style="list-style-type: none"> <li>• Organise own work schedule and those of fellow employees</li> <li>• Know roles and functions of other employees</li> <li>• Re-direct inquiries and/or take appropriate follow-up action</li> </ul>
Team	<ul style="list-style-type: none"> <li>• Assist with the planning of work for the team and allocation of tasks to members of the team</li> <li>• Provide advice and assistance to other team members</li> <li>• May be responsible for the supervision of other employees</li> <li>• Provide training and induction for new team members</li> </ul>
Product	<ul style="list-style-type: none"> <li>• Excellent knowledge of product range and services</li> </ul>

### **13.7 WAREHOUSE STREAM**

All warehouse employees covered by this Enterprise Agreement shall be classified as follows:

#### **13.7.1 Level 1**

An employee at this grade is engaged to perform warehousing tasks, typically within well defined procedures or processes.

A Level 1 position is described as follows:

- (a) The employee may be required to use, for training purposes, materials handling equipment which requires licensing/certification;
- (b) The employee works in a team environment and/or under routine supervision;
- (c) The employee undertakes duties in a safe and responsible manner;

Indicative tasks of a Level 1 position are as follows:

<ul style="list-style-type: none"> <li>▪ Basic inventory control.</li> <li>▪ Receiving, checking, dispatching and sorting of products.</li> <li>▪ General labouring and cleaning duties.</li> <li>▪ Order assembling, including picking stock.</li> <li>▪ Loading/unloading.</li> <li>▪ Satisfying internal and external customer needs.</li> <li>▪ Operation of a keyboard to carry out stores work.</li> <li>▪ Documenting and recording of goods, materials and components.</li> <li>▪ Use of hand trolleys and pallet trucks.</li> </ul>
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#### **13.7.2 Level 2**

An employee at this grade is engaged to perform a broad range of warehouse tasks and provide service on the sales counter, typically within procedures or processes but which may involve the exercise of limited discretion.

A Level 2 position is described as follows

- (a) The employee is able to work from complex instructions and procedures;
- (b) The employee is able to co-ordinate work in a team environment under general supervision;
- (c) The employee is responsible for assuring the quality of their own work;

- (d) The employee possesses sound interpersonal and communication skills;
- (e) At applicable sites, the employee may be required to be licensed and/or certified to operate appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.; and
- (f) The employee undertakes duties in a safe and responsible manner;

The indicative tasks of a Level 2 position will be those for Level 1, plus the following additional tasks:

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|--|
| <ul style="list-style-type: none"> <li>▪ Inventory and stores control.</li> <li>▪ Operation of computer systems to carry out sales work.</li> <li>▪ Use of other electronic equipment, e.g., scanner, to carry out stores work.</li> </ul> |
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### 13.7.3 Level 3

An employee at this grade is engaged to provide leadership and direction to a group of employees within a warehouse environment. The employee will operate within broadly defined Company policy and procedures, however will be required to exercise discretion with respect to the organisation of work, and may be responsible for a distinct area within a warehouse.

A Level 3 position is described as follows;

- (a) The employee understands and is responsible for their own quality control, and for the quality of work within their team
- (b) The employee possesses a good level of interpersonal and communication skills;
- (c) The employee possesses 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 Company's product;
- (d) The employee, where appropriate, is accredited by the Company as competent in the understanding of regulations relating to handling, storage and loading/unloading of specific product, e.g., chemicals, solvents and explosives;
- (e) The employee will perform work requiring minimal supervision, either individually or in a team environment;
- (f) The employee undertakes duties in a safe and responsible manner, and is responsible for ensuring the employees in their team perform their duties in a safe manner.

The indicative tasks of a Level 3 position will include those for the other levels, plus the following additional tasks:

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| <ul style="list-style-type: none"> <li>▪ Supervision of other warehouse employees</li> <li>▪ Licensed to operate appropriate materials handling equipment, e.g., fork lifts, mobile crane, carousel, etc.</li> <li>▪ Routine maintenance of stores equipment or machinery.</li> </ul> |
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13.8 The minimum rates of wages per week for employees shall be the rate of wage as set out in Appendix A for new or transferred employees and Appendix B for existing employees.

13.9 Junior Wage Rates:

The rate of pay for employees under the age of 21 shall be a percentage of the relevant adult rate of pay established in accordance with the Classification Structure outlined above.

The percentage rates are:

Age	% of relevant adult rate
17 or under	55
18	67.5
19	80
20	92.5

13.10 Junior rates are to the exclusion of any employee under 21 years of age who is called upon to stack goods weighing 31.75 kg or over more than 0.9144 metres high or to lift or carry without assistance goods weighing over 45.36 kg. Employees required to perform these duties shall be entitled to the minimum adult wage prescribed for the appropriate classification.

**14. WAGE RATE INCREASES**

14.1 Employees engaged under this agreement will receive pay increases as detailed in sub-clause 14.3. The increase is effective the first full pay period on or after the date indicated in clause 14.3.

14.2 The wage rate increase is applied to the ordinary time rate of pay. Where an employee is paid above the minimum wage rate for the relevant grade as specified in Appendix A or B, the increase is applied to the employee's current ordinary time wage rate.

14.3 Annual Wage Rate Increases:

Year	Fixed Component	Variable Component based on performance, up to:	Total Increase Available
With effect from 1 <sup>st</sup> January, 2006	1.5%	N/A	1.5%
With effect from 1 <sup>st</sup> July, 2006	2.5 %	1.25% (based on previous 6 months KPI performance)	3.75%
With effect from 1 <sup>st</sup> July, 2007	2.5%	1.25% (based on previous 12 months KPI performance)	3.75%
With effect from 1 <sup>st</sup> July, 2008	2.5%	1.25% (based on previous 12 months KPI performance)	3.75%

14.2 The variable component of the increases referred to in clause 14.3 above will be calculated in accordance with the formula specified in Appendix C - Key Performance Indicators and Scoring System.

14.3 The minimum wage rates as outlined in Appendix A and B will be increased as per the fixed components as referred to on clause 14.3 above.

- 14.4 Where an existing employee transfers to a different position, their wage rate structure and classification will be based on those outlined in Appendix A.
- 14.5 The new Agreement negotiated previous to the end of this Agreement will determine all other increases.

## **15. OPERATION OF PERFORMANCE PAY SYSTEM**

- 15.1 The variable component of the wage increase in clause 14.1.2, 14.1.3 and 14.1.4 will be determined by the performance of all employees covered by this Agreement against the Key Performance Indicators and Scoring System, as detailed in Appendix C.

### **15.2 Benchmarks and Targets**

- 15.2.1 Once established, the benchmark values for each performance indicator will not be changed throughout each 12 month period, except under the following conditions:
- (a) Agreed errors in the calculation.
  - (b) Changes in policy, practices or business conditions
  - (c) Any other reason agreed by the Company and the majority of employees concerned
- 15.3 Any adjustments made under this Clause will be made in consultation with employees to ensure that the opportunity for achieving the target performance is retained and the benchmark neither reduced nor increased unfairly.
- 15.4 Should circumstances outside the control of the employee arise which affect the ability to reach the benchmarks, the Company may, at its discretion, pay up to the maximum specified in Clause 14 - Wage Rate Increases.

### **15.5 Review of Key Performance Indicators**

- 15.5.1 At the completion of the initial 6 month period of this agreement, the Company and employees will meet to discuss and agree on the benchmarks and targets for the following 12 months. The operation of the key performance indicators will be reviewed and may be changed or varied, providing there is agreement between the Company and the majority of employees concerned.
- 15.5.2 At the completion of each 12 month period thereafter, the operation of the key performance indicators will be reviewed and may be changed or varied, providing there is agreement between the Company and the majority of employees concerned.
- 15.5.3 The key performance indicators will be monitored and reported to employees on a monthly basis.

## **16. NO EXTRA CLAIMS**

- 16.1 The parties to this Agreement acknowledge that this Agreement is in full and final settlement of all matters between them, and that no extra claims for wage increases or any other matter may be pursued during the life of the Agreement.

## **17. ALLOWANCES**

### **17.1 First Aid Allowance**

17.1.1 An employee nominated by the Company to perform First Aid duties, shall be paid a weekly allowance of \$9.75 per week for each week the employee is nominated by the Company to perform such tasks provided that:

- (a) the employee is the holder of appropriate First Aid qualifications; and
- (b) the employee shall keep the certificate in a state of currency.

### **17.2 Meal Allowance**

17.2.1 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 \$10.85 as a meal allowance unless notified on the previous day of the intention to work such overtime.

17.2.2 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 still be paid the designated amount.

## **18. HOURS OF WORK**

18.1 The weekly ordinary time hours may be rostered to provide more or less than 38 hours per week providing that ordinary hours of work shall not exceed an average of 38 per week over a 4 week cycle.

18.2 Ordinary hours may be rostered Monday to Friday, within the span of hours of 6.30a.m. to 6.30p.m.

18.3 The ordinary hours of work shall not exceed 10 per day except by mutual agreement, and in any case shall not exceed 12 per day.

18.4 The ordinary hours per day may be worked in two separate periods over the day if required, but only with the written consent of the employee concerned.

18.5 The ordinary hours of work may be scheduled to include staggered start and finish times providing they are within the span of hours, and shall not be changed unless by mutual agreement between the Company and the employee or in the absence of mutual agreement by 4 week's notice by the Company.

## **19. MEAL BREAKS**

19.1 An employee shall be entitled to an unpaid meal break of 30 minutes minimum per day, or a longer period by mutual agreement.

19.2 The time of taking the meal break by each employee shall be at a time set by the Company so as to minimise disruption to customer service, provided that the time elapsed before a meal break is taken shall not exceed 5 hours, or 6 by mutual agreement.

## **20. PUBLIC HOLIDAYS**

20.1 The days observed as Public Holidays in NSW under this Agreement are the days gazetted as a public holiday:-

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day are observed, together with any day gazetted or proclaimed as a public holiday for the district in which the employee is employed, shall be holidays;
  - (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
- 20.2 No deduction shall be made from the wages of full-time and part-time employees for the week in which any of the public holidays fall.
- 20.3 The payment for all work on public holidays shall be double time and one-half for all hours worked, that is single time plus a loading of 150%. A minimum payment of 4 hours shall apply for any work performed on a public holiday.

## **21. SICK LEAVE**

- 21.1 Permanent full-time employees are entitled to paid sick leave on the basis of:
- (a) Service up to 1 year - 38 hours per year (5 days)
  - (b) Service over 1 year - 76 hours per year (10 days)
- 21.2 Sick pay provisions for part day absences shall be calculated on a proportionate basis by multiplying the duration of the sick leave absence by the average daily pay for ordinary hours and dividing the sum by the ordinary hours normally worked that day.
- 21.3 Unused sick leave accumulates from year to year provided that the Company shall not be required to pay more than 26 weeks' sick leave in any one year. Accrued sick leave will not be paid on termination of employment.
- 21.4 The employee shall, within 24 hours of the commencement of such absence, inform the Company of his/her inability to attend for duty and, as far as possible, state the nature of the illness or injury and the estimated duration of the absence.
- 21.5 In the case of an employee who claims to be allowed paid sick leave of more than one consecutive day, or if in the year they have already been allowed paid sick leave on four occasions for one day only, shall not be entitled to payment for the day claimed, unless the employee shall furnish to the Company a certificate of a duly qualified medical practitioner. If no such certificate is provided, the absence will be considered unauthorised and recorded as unpaid leave.
- 21.6 In the case of an employee who claims to be allowed paid sick leave of more than one consecutive day, or if in the year they have already been allowed paid sick leave on four occasions for one day only, shall not be entitled to payment for the day claimed, unless the employee shall furnish to the Company a certificate of a duly qualified medical practitioner. If no such certificate is provided, the absence will be considered unauthorised and recorded as unpaid leave.
- 21.7 The Company may request evidence in the form of a certificate from a qualified medical practitioner or statutory declaration, from an employee at anytime to validate the employee's absence.

- 21.8 Where an employee exhausts their paid sick leave entitlement, further absences on sick leave (certified by a medical practitioner) will be recorded as unpaid sick leave. Under special circumstances, the Regional Manager or General Manager may approve an additional period of paid sick leave, after consultation with the Managing Director.
- 21.9 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, the employee may forfeit payment for the public holiday.
- 21.10 Employees will receive their sick leave provision each year on their service anniversary date.

## **22. CARER'S LEAVE**

- 22.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees.

### **22.2 Amount of paid carer's leave**

22.2.1 Paid carer's leave is available to an employee when he or she is absent:

- (a) for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support

22.3 The employee shall be entitled to use in accordance with this sub-clause any current or accrued sick leave entitlement, provided for at Clause 21 of this Agreement. Such leave may be taken for part of a single day.

22.4 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

### **22.5 Immediate Family or Household**

22.5.1 The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:

- (a) a member of the employee's immediate family; or  
(b) a member of the employee's household.

22.5.2 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; or
- (b) a child or an adult child (including an adopted child, a step-child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee; or
- (c) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  - (i) "relative" means a person related by blood, marriage or affinity;
  - (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (iii) "household" means a family group living in the same domestic dwelling.
- 22.6 An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable to give prior notice of absence the employee shall notify the Company by telephone at the first opportunity on the day of the absence.
- 22.7 The amount of carer's leave taken on each occasion shall be deducted from the employee's entitlements provided in Clause 21.1

### **23. ANNUAL LEAVE AND LEAVE LOADING**

- 23.1 Annual leave entitlements shall be in accordance with the provisions of the Annual Holidays Act 1944. Any annual leave entitlement will be on ordinary pay.
- 23.2 By mutual agreement the employee's annual leave entitlement may be taken as single days.
- 23.3 The Company will try to accommodate employee requests of annual leave but not in a way that compromises the operation of the business. Leave rosters will seek to share leave during holiday periods in a way that is fair to all employees.
- 23.4 If a Company and an employee fail to agree on the time (or times) for taking annual leave or part thereof the Company may require the employee to take annual leave by giving the employee notice of the requirement of at least 4 weeks before the period of annual leave is to begin.
- 23.5 Employees should not accrue more than four weeks annual leave at any one time. Employees who currently have greater than four weeks leave accrued are required to take leave at the next possible opportunity as agreed with the Company.
- 23.6 Should an employee transfer to a salaried position, all eligible annual leave loading will be paid out to the employee in a lump sum upon transferring to the new position.
- 23.7 Annual leave loading of 17.5% of the appropriate ordinary weekly time rate of pay shall be payable in addition to the pay for the period of the holiday given and taken and due to the employee.
- 23.8 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled or where such a holiday is given and taken in separate periods, then in relation to each separate period.
- 23.9 No loading is payable to employee who takes an annual holiday wholly or partly in advance
- 23.10 Annual leave loading shall not be payable on pro rata annual leave, upon terminating from the Company. Where an employee has accrued an entitlement of leave, leave loading will be payable.



## **24. LONG SERVICE LEAVE**

- 24.1 The entitlement to Long Service Leave shall be as provided in the Long Service Leave Act 1955. Any long service leave entitlement will be on ordinary pay.

## **25. BEREAVEMENT LEAVE**

- 25.1 Subject to notice being given, permanent employees shall be entitled to a maximum of 2 days' paid leave on any occasion of the death of a spouse, de facto spouse, child, step-child or a guardian of a dependant child, grandchild, father, mother, brother, sister, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law.
- 25.2 The employee must notify the Company as soon as practicable of the intention to take bereavement leave and may be required to provide, to the satisfaction of the Company, proof of death.
- 25.3 Under special circumstances paid bereavement leave in excess of the above entitlements may be approved at the Company's discretion.
- 25.4 This entitlement of 2 days' paid leave does not accumulate from year to year.

## **26. JURY LEAVE**

- 26.1 An employee required to attend for jury service during rostered working hours shall be paid at the relevant ordinary rate as if working their normal rostered hours providing that payments made to the employee by the court are reimbursed to the Company.
- 26.2 In the event that an employee is required to attend for jury service on a day that is not a rostered work day then no payment will be made by the Company nor will any reimbursement be required.
- 26.3 An employee shall notify their manager as soon as possible of the date upon which they are required to attend for jury service.

## **27. PARENTAL LEAVE**

- 27.1 The entitlement to Parental Leave shall be as provided in the NSW Industrial Relations Act 1996.

## **28. SUPERANNUATION**

- 28.1 The parties agree that contributions required to be made by the Company for each employee covered by this agreement will not be less than those specified under the provisions of the Superannuation Guarantee (Administration) Act 1992, as amended from time to time.
- 28.2 Superannuation contributions (both Company and employee voluntary) will be made to the Wesfarmers Superannuation Fund on behalf of each permanent employee and to the REST Superannuation Fund on behalf of each casual employee.

## **29. WORKER'S COMPENSATION**

- 29.1 The conditions regarding workers compensation shall be provided for in the Workers' Compensation Act 1987 and Workplace Injury Management and Workers' Compensation Act 1998.

### **30. OCCUPATIONAL HEALTH, SAFETY AND ENVIRONMENT**

- 30.1 The Company and each employee who are bound to observe the provisions of this Agreement shall also cooperate positively in respect of the obligations pursuant to occupational health, safety and environment state legislation.

### **31. TRAINING AND DEVELOPMENT**

- 31.1 The Company will provide employee training and development in all areas of branch operations. Employees are encouraged to undertake self development provided it is consistent with the requirement of the Company.
- 31.2 Time spent in travelling to and attending Company conducted training courses within the normal work hours shall be paid at the employee's ordinary time rate of pay. Attendance at external training courses outside normal rostered hours will not be paid time.
- 31.3 Course fees incurred by employees in external training may be reimbursed in accordance with the Company's Education Assistance Policy.
- 31.4 Employees may nominate for participation in scheduled Company training courses; however, the selection of participants will be consistent with business needs and is at the Company's discretion.

### **32. TERMINATION OF EMPLOYMENT**

- 32.1 The employment of permanent employees may be terminated by the Company with the provision of the following notice:
- (a) For all employees the period of notice will be 2 weeks.
  - (b) The period of notice is increased by 1 week if the employee is over 45 years old and has completed 2 years' continuous service.
- 32.2 The period of notice may be paid fully in lieu, or in part if some part of the notice is worked.
- 32.3 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 32.4 The notice of termination required to be given by an employee shall be the same as that providing, sub-clause 32.1. If an employee fails to give notice the Company may deduct from moneys due to the employee an amount equal to the payment for the period of notice required.
- 32.5 Nothing in this Clause shall prevent the Company from summarily dismissing an employee for serious misconduct which may include but not be limited to dishonesty, theft, fraud, physical or verbal threats, assault, refusal to obey a reasonable direction, being under the influence of alcohol or non prescription drugs, destruction of Company property. In such cases wages shall be paid up to the time of dismissal only.
- 32.6 An employee whose employment is terminated with notice by either party will be given on request a certificate of service stating the duration of employment and the nature of their employment.

### **33. REDUNDANCY**

- 33.1 This clause shall apply in respect of full-time and part-time employees.
- 33.2 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- 33.3 The Company undertakes to discuss with the employees concerned any changes in structure, technology or business operations that are likely to have a significant effect on the employee's work activities. The discussions shall take place without unreasonable delay after a definite decision has been made to introduce the changes.
- 33.4 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 33.5 Where the decision may result in the need for retrenchment of employees, the Company shall consult with the employees concerned so that they are fully informed of the position. In the consultation process the Company and the employees affected shall seek to avert or mitigate the need for retrenchment by the use of methods such as employee transfers, flexible hours and the use of leave entitlements.
- 33.6 When a definite decision is made by the Company that it no longer requires the job an employee is doing to be done by anyone, and the decision is not due to the normal and customary turnover of labour, that position shall be deemed to be redundant.
- 33.7 Where redundancy occurs and employee retrenchments are necessary, selection shall be made in a way which retains in the most effective method, the range of skills needed to maintain and improve the effectiveness and efficiency -of the business. Other factors which the Company may take into account are length of service, overall performance and the preference of individual employees.
- 33.8 In addition to the notice of termination provided in Clause 32, a permanent employee made redundant will receive a redundancy payment on the following scale:

<b>Length of Continuous Service</b>	<b>Amount of severance – employee under 45 years of age</b>	<b>Amount of severance – employee over 45 years of age</b>
Less than 1 year	2 weeks' pay	2 weeks' pay
Between 1 & 2 years	4 weeks' pay	5 weeks' pay
Between 2 & 3 years	7 weeks' pay	9 weeks' pay
Between 3 & 4 years	10 weeks' pay	13 weeks' pay
Between 4 & 5 years	12 weeks' pay	15 weeks' pay
Between 5 & 6 years	14 weeks' pay	18 weeks' pay

Between 6 & 7 years	16 weeks' pay	20 weeks' pay
Between 7 & 8 years	18 weeks' pay	23 weeks' pay
Between 8 & 9 years	20 weeks' pay	25 weeks' pay
Between 9 & 10 years	23 weeks' pay	26 weeks' pay
Greater than 10 years	26 weeks' pay	26 weeks' pay

- 33.9 "Weeks pay" means the ordinary time rate of pay for the employee concerned at the date of termination.
- 33.10 Redundancy pay shall not apply if the employee is offered alternative employment at the equivalent rate of pay and conditions of employment.
- 33.11 During a period of notice of termination under this Clause employees concerned will be allowed one day off per week without loss of pay for the purpose of seeking other employment.
- 33.12 During the relevant notice period provided in Clause 32, if the employee's employment is terminated:
- (a) By the Company, except in cases of summary dismissal, the employee shall not lose any benefits applicable under this clause.
  - (b) By the employee, the employee shall not be entitled to payment for an unworked period of notice.

#### **34. ANTI DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

- 34.1 It is the intention of the parties to this Agreement to achieve the principle object in the Industrial Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 34.2 Accordingly, in fulfilling their obligations under the disputes settling procedure clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory

#### **35. DISPUTE PREVENTION AND RESOLUTION**

- 35.1 The procedure for the handling of grievances or disputes concerning matters arising from the content of this Agreement shall be:
- (a) The employee(s) concerned shall notify their immediate Manager of the grievance as the first step. The Manager will confer with the employee(s) concerned to seek a resolution.
  - (b) If the matter is unresolved it shall be referred to the Regional Manager for further discussion, or reference to other senior management.
  - (c) Reasonable time limits must be allowed for each stage of discussion.

- (d) If the matter cannot be resolved by discussion between the parties in a reasonable time, it may be resolved in one of the following ways:
  - (i) By joint agreement of the Company and the employee(s) concerned the dispute may be referred to an independent arbitrator for resolution or conciliation in a method agreed by the Company and the employee(s) concerned, or if there is no agreement,
  - (ii) The dispute may be referred to the NSW Industrial Relations Commission for conciliation in accordance with the powers assigned to it under the Industrial Relations Act 1996.
- (e) Either party may seek representation at their own cost from an external source after step 35.1 (a) has been completed.
- (g) Work shall continue as normal with the status quo remaining during all stages of the dispute resolution procedure, and the rights and obligations of the Company and the persons bound by the Agreement shall not be diminished.
- (h) Should the employee wish to contact the union delegate throughout the resolution procedure between the Company and the employee, they may choose to do so. Failing settlement of the matter at this level between the company and the employee or union delegate on the job, the union delegate may wish to refer the dispute to the union organiser who will discuss with the company.

### **36. COUNSELLING PROCEDURE**

36.1 Where an employee is not performing at the level required of their position, is behaving inappropriately, demonstrates serious misconduct or has breached Company policy, it may be necessary to proceed with disciplinary or counselling procedures. The ultimate aim of these procedures is to modify inappropriate or inadequate work performance or behaviour.

36.2 The employee may be disciplined through the following methods:

- 1) Informal Counselling,
- 2) Formal Warning,
- 3) Final Warning,
- 4) Termination

36.3 The individual circumstances of each will determine the level of discipline required. In the event of serious or wilful misconduct, the Company may terminate an employee's employment without notice. In such a case, the employee will be paid up to the time of dismissal only.

### **37. SIGNATORIES TO THE AGREEMENT**

Signed for on behalf of J Blackwood & Son Limited.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for on behalf of the employees of J Blackwood & Son Limited & as a member of the JBS Newcastle Enterprise Agreement Consultative Committee team

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

Signed for on behalf of the National Union of Workers – NSW Branch.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A**

**WAGE RATES –**

*The following minimum rates apply for new or transferred employees commencing on or after 1<sup>st</sup> January, 2006 who are classified in the Administration Stream.*

**ADMINISTRATION STREAM**

<b>LEVEL</b>	<b>Classification</b>	<b>Weekly Rate effective 01/01/06 including 1.5% increase</b>	<b>Weekly Rate effective 01/07/06 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/07 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/08 including 2.5% increase</b>
<b>LEVEL 1</b>	Adult	<b>\$629.94</b>	\$645.69	\$661.83	\$678.38
	J 92.5% 20 years	\$582.70	\$597.27	\$612.20	\$627.50
	J 80% 19 years	\$503.95	\$516.55	\$529.46	\$542.70
	J 67.5% 18 years	\$425.21	\$435.84	\$446.74	\$457.90
	J 55% 17 years and under	\$346.47	\$355.13	\$364.01	\$373.11
<b>LEVEL 2</b>	Adult	<b>\$645.98</b>	\$662.13	\$678.68	\$695.65
	J 92.5% 20 years	\$597.53	\$612.47	\$627.78	\$643.47
	J 80% 19 years	\$516.78	\$529.70	\$542.94	\$556.52
	J 67.5% 18 years	\$436.04	\$446.94	\$458.11	\$469.57
	J 55% 17 years and under	\$355.29	\$364.17	\$373.28	\$382.61

*The following minimum rates apply for new or transferred employees commencing on or after 1<sup>st</sup> January, 2006 who are classified in the Customer Service Stream.*

**CUSTOMER SERVICE STREAM**

<b>LEVEL</b>	<b>Classification</b>	<b>Weekly Rate effective 01/01/06 including 1.5% increase</b>	<b>Weekly Rate effective 01/07/06 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/07 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/08 including 2.5% increase</b>
<b>LEVEL 1</b>	Adult	<b>\$649.85</b>	\$666.10	\$682.75	\$699.82
	J 92.5% 20 years	\$601.11	\$616.14	\$631.54	\$647.33
	J 80% 19 years	\$519.88	\$532.88	\$546.20	\$559.85
	J 67.5% 18 years	\$438.65	\$449.62	\$460.86	\$472.38
	J 55% 17 years and under	357.42	366.35	375.51	\$384.90
<b>LEVEL 2</b>	Adult	<b>\$671.85</b>	\$688.65	\$705.86	\$723.51
	J 92.5% 20 years	\$621.45	\$636.99	\$652.91	\$669.23
	J 80% 19 years	\$537.48	\$550.92	\$564.69	\$578.81
	J 67.5% 18 years	\$453.50	\$464.84	\$476.46	\$488.37
	J 55% 17 years and under	\$369.52	\$378.76	\$388.23	\$397.93



*The following minimum rates apply for new or transferred employees commencing on or after 1<sup>st</sup> January, 2006 who are classified in the Warehouse Stream.*

**WAREHOUSE STREAM**

<b>LEVEL</b>	<b>Classification</b>	<b>Weekly Rate effective 01/01/06 including 1.5% increase</b>	<b>Weekly Rate effective 01/07/06 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/07 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/08 including 2.5% increase</b>
<b>LEVEL 1</b>	Adult	<b>\$613.86</b>	\$629.21	\$644.94	\$661.06
	J 92.5% 20 years	\$567.82	\$582.02	\$596.57	\$611.48
	J 80% 19 years	\$491.08	\$503.36	\$515.94	\$528.84
	J 67.5% 18 years	\$414.36	\$424.72	\$435.34	\$446.22
	J 55% 17 years and under	\$337.62	\$346.06	\$354.71	\$363.58
<b>LEVEL 2</b>	Adult	<b>\$625.06</b>	\$640.69	\$656.70	\$673.12
	J 92.5% 20 years	\$578.18	\$592.63	\$607.45	\$622.64
	J 80% 19 years	\$500.05	\$512.55	\$525.37	\$538.50
	J 67.5% 18 years	\$421.92	\$432.47	\$443.28	\$454.36
	J 55% 17 years and under	\$343.78	\$352.37	\$361.18	\$370.21
<b>LEVEL 3</b>	Adult	<b>\$661.85</b>	\$678.40	\$695.36	\$712.74
	J 92.5% 20 years	\$612.21	\$627.52	\$643.20	\$659.28
	J 80% 19 years	\$529.48	\$542.72	\$556.28	\$570.19
	J 67.5% 18 years	\$446.75	\$457.92	\$469.37	\$481.10
	J 55% 17 years and under	\$364.02	\$373.12	\$382.45	\$392.01

**APPENDIX B**

**WAGE RATES –**

***The following minimum rates apply for existing employees, who commenced pre 1<sup>st</sup> January, 2006,  
who are classified under Storeman and Packers.***

*Where an existing employee transfers to a different position, their wage rate structure and classification will be based on those outlined in Appendix A.*

**STOREMEN AND PACKERS**

LEVEL	CLASSIFICATION	Weekly Rate	Weekly Rate	Weekly Rate	Weekly Rate
		effective 01/01/06	effective 01/07/06	effective 01/07/07	effective 01/07/08
		including 1.5% increase	including 2.5% increase	including 2.5% increase	including 2.5% increase
LEVEL 1	Storeperson under 1 year	\$ 604.80	\$ 619.92	\$ 635.42	\$ 651.30
	Storeperson after 1 year	\$ 613.10	\$ 628.43	\$ 644.14	\$ 660.24
	Storeperson after 2 years	\$ 621.44	\$ 636.98	\$ 652.90	\$ 669.23
	Storeperson after 3 years	\$ 629.33	\$ 645.06	\$ 661.19	\$ 677.72
LEVEL 2	Sales Counter under 1 year	\$ 614.52	\$ 629.88	\$ 645.63	\$ 661.77
	Sales Counter after 1 year	\$ 624.94	\$ 640.56	\$ 656.57	\$ 672.99
	Sales Counter after 2 years	\$ 635.41	\$ 651.30	\$ 667.58	\$ 684.27
	Sales Counter after 3 years	\$ 645.41	\$ 661.54	\$ 678.08	\$ 695.03
LEVEL 3	Telephone Sales under 1 yr	\$ 634.00	\$ 649.85	\$ 666.10	\$ 682.75
	Telephone Sales after 1 yr	\$ 648.61	\$ 664.82	\$ 681.44	\$ 698.48
	Telephone Sales after 2 yrs	\$ 663.39	\$ 679.98	\$ 696.98	\$ 714.40
	Telephone Sales after 3 yrs	\$ 677.55	\$ 694.49	\$ 711.85	\$ 729.65
LEVEL 4	Storeperson Leading Hand under 1 year	\$ 650.53	\$ 666.80	\$ 683.47	\$ 700.55
	Storeperson Leading Hand after 1 year	\$ 667.62	\$ 684.31	\$ 701.41	\$ 718.95
	Storeperson Leading Hand after 2 years	\$ 683.99	\$ 701.09	\$ 718.62	\$ 736.58
	Storeperson Leading Hand after 3 years	\$ 700.77	\$ 718.29	\$ 736.24	\$ 754.65
LEVEL 5	Telephone Sales Special Accounts under 1 year	\$ 655.92	\$ 672.32	\$ 689.13	\$ 706.36
	Telephone Sales Special Accounts after 1 year	\$ 670.56	\$ 687.32	\$ 704.51	\$ 722.12
	Telephone Sales Special Accounts after 2 years	\$ 685.28	\$ 702.41	\$ 719.97	\$ 737.97
	Telephone Sales Special Accounts after 3 years	\$ 699.46	\$ 716.94	\$ 734.87	\$ 753.24

***The following minimum rates apply for existing employees, who commenced pre 1<sup>st</sup> January, 2006  
and are classified under Clerical or Administration***

Where an existing employee transfers to a different position, their wage rate structure and classification will be based on those outlined in Appendix A.

**CLERICAL and ADMINISTRATION**

<b>LEVEL</b>	<b>CLASSIFICATION</b>	<b>Weekly Rate effective 01/01/06 including 1.5% increase</b>	<b>Weekly Rate effective 01/07/06 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/07 including 2.5% increase</b>	<b>Weekly Rate effective 01/07/08 including 2.5% increase</b>
<b>GRADE 1</b>	<b>Adult</b>	<b>\$ 605.58</b>	<b>\$ 620.72</b>	<b>\$ 636.24</b>	<b>\$ 652.14</b>
	J 92.5% 20 years	\$ 560.16	\$ 574.17	\$ 588.52	\$ 603.23
	J 80% 19 years	\$ 484.46	\$ 496.58	\$ 508.99	\$ 521.71
	J 67.5% 18 years	\$ 408.77	\$ 418.99	\$ 429.46	\$ 440.20
	J 55% 17 years and under	\$ 333.07	\$ 341.40	\$ 349.93	\$ 358.68
<b>GRADE 2</b>	<b>Adult</b>	<b>\$ 639.39</b>	<b>\$ 655.37</b>	<b>\$ 671.76</b>	<b>\$ 688.55</b>
	J 92.5% 20 years	\$ 591.43	\$ 606.22	\$ 621.38	\$ 636.91
	J 80% 19 years	\$ 511.51	\$ 524.30	\$ 537.41	\$ 550.84
	J 67.5% 18 years	\$ 431.59	\$ 442.38	\$ 453.44	\$ 464.77
	J 55% 17 years and under	\$ 351.66	\$ 360.46	\$ 369.47	\$ 378.70
<b>GRADE 3</b>	<b>Adult</b>	<b>\$ 655.67</b>	<b>\$ 672.06</b>	<b>\$ 688.86</b>	<b>\$ 706.08</b>
	J 92.5% 20 years	\$ 606.49	\$ 621.66	\$ 637.20	\$ 653.13
	J 80% 19 years	\$ 524.54	\$ 537.65	\$ 551.09	\$ 564.87
	J 67.5% 18 years	\$ 442.58	\$ 453.64	\$ 464.98	\$ 476.61
	J 55% 17 years and under	\$ 360.62	\$ 369.63	\$ 378.87	\$ 388.35
<b>GRADE 4</b>	<b>Adult</b>	<b>\$ 676.03</b>	<b>\$ 692.93</b>	<b>\$ 710.25</b>	<b>\$ 728.01</b>
	J 92.5% 20 years	\$ 625.33	\$ 640.96	\$ 656.99	\$ 673.41
	J 80% 19 years	\$ 540.82	\$ 554.35	\$ 568.20	\$ 582.41
	J 67.5% 18 years	\$ 456.32	\$ 467.73	\$ 479.42	\$ 491.41
	J 55% 17 years and under	\$ 371.82	\$ 381.11	\$ 390.64	\$ 400.41

**APPENDIX C**

**KEY PERFORMANCE INDICATORS**

<b>KEY PERFORMANCE INDICATORS</b>	<i><b>BENCHMARK</b></i>	<i><b>TARGET</b></i>	<i><b>BENCHMARK</b></i>	<i><b>TARGET</b></i>	<i><b>BENCHMARK</b></i>	<i><b>TARGET</b></i>
	<i><b>Jan 2006 – June 2007</b></i>	<i><b>Jan 2006 – June 2007</b></i>	<i><b>July 2006 – June 2007</b></i>	<i><b>July 2006 – June 2007</b></i>	<i><b>July 2007 – July 2008</b></i>	<i><b>July 2007 – July 2008</b></i>
Incorrect Picks	27	29				
Outstanding picks for next day orders	50	40				
% Credits to Sales	1.7%	1.6%				
Service Levels by Strat	90	92				
Outstanding credit pick-ups	32	28				
OHS&E	70	80				

## **Scoring System**

The achievement of the set Key Performance Indicators will be scored as follows:

<b>Result</b>	<b>Score</b>
< benchmark	0
<b>= benchmark</b>	<b>1</b>
= or > target	2

If the benchmark is reached, 1 point is received. However if the benchmark is surpassed then 2 points are received.

The performance score for the branch is the result of the performance of the branch (as a collective group) compared to the benchmarks as per the Key Performance Indicator Table.

The percentage of the variable component of the increase will be determined by the total performance score in accordance with the table below.

<b>Score</b>	<b>% Increase</b>
< 4	<b>0%</b>
<b>4-5</b>	<b>0.5%</b>
<b>6-7</b>	<b>0.75%</b>
<b>8-10+</b>	<b>1%</b>
<b>11+</b>	<b>1.25%</b>