

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/46

**TITLE: Baker Construction + Industrial Blacktown Enterprise Agreement
2005-2007**

I.R.C. NO: IRC6/157

DATE APPROVED/COMMENCEMENT: 25 January 2006 / 25 January 2006

TERM: 21

**NEW AGREEMENT OR
VARIATION:** Replaces EA05/121, EA05/150.

GAZETTAL REFERENCE: 17 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 22

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 and the Storemen and Packers, General (State) Award.

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

**Bakers Construction + Industrial
Blacktown Enterprise Agreement
2005-2007**

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2. Title

This Agreement shall be known as the Bakers Construction + Industrial Blacktown Enterprise Agreement 2005-2007.

3. Anti-Discrimination and Equal Employment Opportunity

- 3.1 It is the intention of the parties to this Agreement to achieve the principle object in the NSW 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.

3.2 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.

4. Organisations and Persons Bound

This agreement is binding on the following:

- 4.1 J Blackwood & Son Limited, trading as Bakers Construction + Industrial, (ABN 43 000 010 300) (hereafter referred to as the "Company");
- 4.2 Employees of the Company whose employment forms part of this agreement and who is located at this site, 3-9 Forge Street, Blacktown NSW 2148 and who hold positions which fall within the classifications of the State Awards set out at 5.1;
- 4.3 The National Union of Workers, NSW Branch (hereafter referred to as the "NUW"); and
- 4.4 The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (hereafter referred to as the "USU").

5. Relationship to Awards

- 5.1 This Agreement shall be read and construed in conjunction with the following awards of the NSW Industrial Relations Commission:

NSW Clerical and Administrative Employees (State) Award; and
NSW Storeman and Packers (General) Award

as at the date of this agreement.
- 5.2 Where there is any inconsistency between the abovementioned awards and this Agreement, this Agreement shall prevail to the extent of the inconsistency.
- 5.3 This agreement shall apply to the exclusion of any previous agreements that have covered the Bakers Blacktown site at 3-9 Forge Street, Blacktown NSW 2148.

6. 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 2007**.

7. Objectives of this Agreement

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.

8. Classification & Wage Rate Structure

- 8.1 All employees who are employed under this agreement within the warehouse, customer service or customer support stream at the Bakers Blacktown site shall be allocated to a specific grade in accordance with the classification descriptions outlined below.
- 8.2 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.
- 8.3 It is the intention of the parties that the move to the new classification structure will not lead to a decrease in wages. Where prior to such move a current employee receives a rate of pay greater than that identified for their grade, that employee will maintain their rate of pay.

8.4 WAREHOUSE STREAM

The Warehouse Stream includes employees covered by this Agreement who are primarily involved in:

8.4.1 Grade 1

An employee at this grade performs work to the level of their training, and:

- (a) is responsible for the quality of their own work (subject to instructions and direction);
- (b) works in a team environment and/or under routine supervision;
- (c) undertakes duties in a safe and responsible manner;
- (d) exercises discretion within their level of skills and training;
- (e) possesses good interpersonal and communication skills.
- (f) Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring and cleaning duties.
 - Order assembling, including picking stock.
 - Loading/unloading.
 - Receiving, checking, dispatching and sorting of products.
 - Satisfying internal and external customer needs.
 - Operation of a keyboard to carry out stores work.
 - Documenting and recording of goods, materials and components.
 - Basic inventory control.
 - Use of hand trolleys and pallet trucks.
 - Incidental clerical and administrative tasks.

8.4.2 Grade 2

In addition to performing the duties of a Grade 1 Storeperson, an employee at this grade will also:

- (a) have 12 months' service as a Grade 1 employee and has satisfactorily acquired the skills relevant to the enterprise at this level;
- (b) may be required to use, for training purposes, materials handling equipment which requires licensing/certification; and
- (c) may be required to assist in the development of a Grade 1 employee
- (d) able to work from complex instructions and procedures;
- (e) able to co-ordinate work in a team environment under general supervision;
- (f) responsible for assuring the quality of their own work;
- (g) possesses sound interpersonal and communication skills;
- (g) may be required to perform the following tasks/duties in addition to the Grade 1 tasks:
 - Inventory and stores control
 - Visual Display Unit (VDU) operation using intermediate keyboard skills to carry out stores work
 - Use of other electronic equipment, e.g., scanner, to carry out stores work
 - Routine maintenance and cleaning of stores equipment and machinery.

8.4.3 Grade 3

An employee at this grade has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of grades 1 and 2 and who has been appointed by the Company to perform such work on a continuous basis. An employee at this level performs work to the level of their training and is:

- (a) licensed and/or certified to operate all appropriate materials handling equipment, e.g., forklift, mobile crane, carousel, etc.

8.4.4 Grade 4

An employee at this grade has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the Company as either a single storeperson in charge of a store or as an operator of computer technology used for high level inventory and stock control.

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

- (a) understands and is responsible for their own quality control;
- (b) possesses a sound level of interpersonal and communication skills;
- (c) 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) Where appropriate, 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) may perform work requiring minimal supervision, either individually or in a team environment;
- (f) must be competent to perform the following tasks/duties:
 - Licensed to operate appropriate materials handling equipment, e.g., fork lifts, mobile crane, carousel, etc.
 - Routine maintenance of stores equipment or machinery.
- (h) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.
- (i) May also be responsible for quality control of the work of other Storepersons without being responsible for their direction.

8.4.5 Grade 5

An employee at this grade has undertaken stores work of all lower grades and who has, at the request of the Company, completed the Warehousing and Distribution Course (No. 8502) at a Registered Training Organisation. An employee who is appointed by the Company to this level may be required to perform the following, in addition to the work performed by other grades:

- (a) implement quality control techniques and procedures;
- (b) utilise highly developed level of interpersonal and communication skills;
- (c) assist in the provision of on-the-job training and standards.
- (c) In addition, may be responsible for the proper application and maintenance of appropriate occupational health and safety standards.

(d) This position is accountable for performing some of the following tasks, or a combination thereof:

- Performing multiple stores activities.
- Managing the information within the store.
- Has a sound knowledge of operation and products

8.5 CUSTOMER SERVICE STREAM

The Customer Service Stream includes employees covered by this Agreement who are primarily involved in:

8.5.1 Grade 1

An employee at this grade is undertaking induction and training within a Customer Service Centre, Branch or Shopfront. An employee at this grade will be required primarily to respond to inquiries and to serve customers.

The typical skills and duties performed by a grade 1 are:

- (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.
- (d) Possess good communication skills
- (e) Possesses basic knowledge of product range and customer service techniques

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Customer Service	<ul style="list-style-type: none"> • Answer and respond to customer inquiries • Take and process customer orders • Provide basic service relating to product and services
Technology	<ul style="list-style-type: none"> • Basic knowledge of systems and processes • Create and enter appropriate documentation relating to customer orders • Processing orders through the Company's computer system • Ability to operate necessary machinery
Organisational	<ul style="list-style-type: none"> • Plan and organise own work tasks • Complete own tasks within acceptable time periods
Team	<ul style="list-style-type: none"> • Participate in identifying tasks for team • Assist others within team to complete tasks

8.5.2 Grade 2

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

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

8.5.3 Grade 3

An employee at this grade is experienced in all tasks required of Grade 2, who is required to deal with all customer and product related inquiries as well as more detailed problem solving and complex issue resolution. The characteristics of this grade are as for Grade 2, 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 Grade 3 position include those specified for a Grade 2, and the following additional tasks as described below:

UNIT	ELEMENT
Customer Service	<ul style="list-style-type: none"> • Respond to detailed customer inquiries and referrals from other team members • Provide detailed service and problem solving relating to product and services • Respond to and resolve detailed customer complaints and issues
Technology	<ul style="list-style-type: none"> • Advise and mentor others in the team with respect to systems and procedures • Rectify minor errors within systems and refer to appropriate bodies for further assistance • Produce reports as required
Organisational	<ul style="list-style-type: none"> • Organise own work schedule and those of fellow employees • Know roles and functions of other employees • Re-direct inquiries and/or take appropriate follow-up action

Team	<ul style="list-style-type: none"> • Assist with the planning of work for the team and allocation of tasks to members of the team • Provide advice and assistance to other team members • May be responsible for the supervision of other employees • Provide training and induction for new team members
Product	<ul style="list-style-type: none"> • Excellent knowledge of product range and services • Excellent knowledge of purchasing techniques and vendors (purchasing)

8.6 CUSTOMER SUPPORT STREAM

The Customer Support Stream includes employees covered by this Agreement who are primarily involved in:

8.6.1 Grade 1

An employee at this grade is engaged to perform reception, clerical and basic office tasks, typically within broadly defined procedures or processes with the additional characteristics:

- (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 Grade 1 position are:

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

8.6.2 Grade 2

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

A Grade 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 Grade 2 position are:

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

8.6.3 Grade 3

An employee at this grade is engaged to perform detailed administrative tasks and may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

A Grade 3 position is described as follows:

- (a) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (b) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.
- (c) An employee at this grade is competent in all areas of the Grade 2 tasks as well as possessing strong Microsoft Office Skills and being able to act in the capacity of a relief team leader should such a position exist in the future.

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	<ul style="list-style-type: none"> • Categorise files • Ensure efficient distribution of files and records • Maintain security of filing system • Train others in the operation of the filing system • Compile report • Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> • Receive and process a request for information • Identify information source(s) • Compose report/correspondence
Enterprise	<ul style="list-style-type: none"> • Provide information on current service provision and resource allocation within area of responsibility • Identify trends in client requirements
Technology	<ul style="list-style-type: none"> • Maintain storage media • Devise and maintain filing system • Set printer for document requirements when various setups are available • Design document format • Assist and train network users • Shut down network equipment
Organisational	<ul style="list-style-type: none"> • Manage diary on behalf of others • Assist with appointment preparation and follow up for others • Organise business itinerary • Make meeting arrangements • Record minutes of meeting • Identify credit facilities • Prepare content of documentation for meetings
Team	<ul style="list-style-type: none"> • Plan work for the team • Allocate tasks to members of the team • Provide training for team members
Business Financial	<ul style="list-style-type: none"> • Prepare financial reports • Draft financial forecasts/budgets • Undertake and document costing procedures

8.7 Wage Rate Structure:

The minimum rates of wages per annum for employees shall be the wage rate as set out in Appendix A for new or transferred employees and Appendix B for existing employees.

8.8 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

9. Wage Rate Increases

9.1 The Full Time Annual Rates of pay will be increased by:

- a) 3% with effect from 19th October, 2005.
- b) 3% with effect from the first full pay period on or after 1st October, 2006.

as per Appendix 2 to this Agreement.

10. No Extra Claims

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.

11. Terms of Engagement

- 11.1 Employment shall be by the week for all full-time and part-time permanent employees and by the hour for casual employees.
- 11.2 The company shall specify in writing whether the engagement is on a full-time, part-time or casual basis or shift work at the time of engagement.
- 11.3 Wages shall be paid fortnightly in arrears by electronic funds transfer to a nominated bank account.
- 11.4 Overtime payments shall be paid fortnightly no more than one pay period after the hours have been worked and may include an adjustment once in each 4 week cycle for non-rostered overtime.
- 11.5 New employees may be employed on a probationary basis for a period not exceeding three months. At least one week prior to the expiry of the probationary period the employee shall be notified of the company's decision on confirmation of a permanent employment status or otherwise.

12. Part-Time Employment

- 12.1 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:
 - (a) Hourly wage rates shall be one thirty-eighth of the weekly ordinary time rate of pay.

- (b) 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.
- (c) 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.
- (d) The minimum hours of part-time work are 18 per week and 4 per day, unless otherwise agreed with the employee.
- (e) Overtime will be paid for all hours worked in excess of an average of 38 per week consistent with the provisions of Clause 17 of this Agreement.

13. Casual Employment

- 13.1 Casual employment means employment on an hourly basis for any number of hours.
- 13.2 Casual employees will receive 1/12 holiday loading per hour in addition to their hourly rate.
- 13.3 Casual employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38, plus a loading of 20% in lieu of entitlement to the provisions of Clause 20 (Annual Leave) through to Clause 26 (Parental Leave), inclusive of this Agreement.
- 13.4 The minimum hours of work per day shall be 4, unless otherwise agreed with the employee concerned.

14. Hours of Work

- 14.1 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 pay cycle.
- 14.2 Ordinary hours may be rostered on any 5 days of the week, Monday to Friday, within the span of hours of 6 a.m. to 6 p.m. on Monday to Friday for those employees in the Customer Service or Warehouse streams, and 6.30am to 6.30pm for those employees in the Customer Support stream, unless otherwise agreed with the employee concerned.
- 14.3 The span of hours outlined above do not apply to employees employed to work shift work (as prescribed in Clause 15).
- 14.4 The ordinary hours of work shall not exceed 8 per day except by mutual agreement, and in any case shall not exceed 10 per day.
- 14.5 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 or in the absence of mutual agreement by 1 week's notice by the company.
- 14.6 The current Rostered Day Off (RDO) system will be reviewed for its current application.

15. Shift Work

15.1 Definitions

- (a) A "shift worker" means an employee whose regular ordinary hours of work are in accordance with the shifts defined in paragraphs (a), (b), (c) and (d) of this subclause.
- (b) "Early Morning shift" means any shift commencing between 4.00 a.m. and 6.00 a.m for those employees in the Customer Service or Warehouse streams, and between 4.00am and 6.30am for those employees in the Customer Support stream.

- (c) "Afternoon shift" means any shift finishing between 6pm and at or before 12.00am midnight for those employees in the Customer Service or Warehouse streams, and between 6.30pm and 12.00am midnight for those employees in the Customer Support stream.
 - (d) "Night shift" means any shift starting between 12.00 a.m. midnight and at or before 4.00 a.m. or finishing subsequent to 12.00 a.m. midnight and at or before 6.00 a.m. for those employees in the Customer Service or Warehouse streams and between 12.00 a.m. midnight and at or before 6.30am for those in the Customer Support stream.
 - (e) "Weekend shifts" are defined as any ordinary hours performed on Saturday or Sunday. "Public Holiday shifts" are defined as any ordinary hours performed on public holidays.
- 15.2 An employee may be employed on early morning; afternoon or night shifts, in which case the ordinary hours shall be those provided in Clause 14.1 and shall not exceed 8 per shift or 10 by mutual agreement.
- 15.3 Times of beginning and ending the shift of any employee may be varied by agreement between the company and the employee or in the absence of agreement may be varied by at least 4 week's notice given by the company to the employee.
- 15.4 A shift worker shall be paid ordinary time rate plus the following additional percentage for the shift when worked at the direction of the company:
- Early Morning shift at the rate of 12.5 percent
 - Afternoon shift at the rate of 15 percent
(for those employees in the Customer Service and Warehouse stream)
 - Afternoon shift at the rate of 17 percent
(for those employees in the Customer Support stream)
 - Night shift at the rate of 30 percent

16. Meal and Rest Breaks

- 16.1 An employee shall be entitled to an unpaid meal break of 45 minutes minimum per day, or longer period by mutual agreement.
- 16.2 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.
- 16.3 A maximum of 15 minutes paid time per day may be taken as a tea and rest break. Tea or coffee breaks may be taken at times that are convenient to staff and which minimise disruption to the customer service requirement of the section.
- 16.4 Where an employee is required to work overtime an additional unpaid meal break of 30 minutes shall be provided if the amount of overtime results in a work period of more than 5 hours since the last meal break, unless otherwise agreed with the employee concerned.
- 16.5 Where the daily hours of work are 6 or less a paid tea break of 10 minutes will apply, with no unpaid meal break.

17. Overtime

- 17.1 The ordinary hours of work are calculated on an average basis and employees may be rostered to work hours less than 7.6 hours in any one day. Employees may also be rostered or required hours in excess of 7.6 in any one day.

In circumstances where an employees is required by the Company to work hours in excess of 7.6 in any one day, all hours in excess of 7.6 will be regarded as overtime hours. Overtime rates of pay will be calculated on the basis of time and a half for the first two hours on any one day and double time for each hour thereafter.

Any work performed on a Saturday will be paid at time and a half for the first two hours and double time thereafter.

- 17.2 When overtime work is necessary it shall be arranged so that employees have at least 10 consecutive hours off duty between the work of successive days unless agreed otherwise with the employee concerned.

If on the instructions of the company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- 17.3 An employee who works overtime shall be paid a meal allowance of \$10.85 provided that the amount of overtime is more than 1 hour in excess of the normal ordinary time hours of 7.6 hours on any one day. 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 allowance.
- 17.4 This clause shall apply to casual employees and in such cases overtime shall be calculated on the casual rate of pay including the casual loading in Clause 13.
- 17.5 Where a permanent part time employee is required on any single one day to work hours in excess of 7.6 hours such hours will be regarded as overtime hours and paid in accordance with clause 17.1.
- 17.6 An employee shall work a reasonable amount of overtime if so required by the company.
- 17.7 Time in Lieu of Overtime:

The employee may elect to take time off in lieu of overtime taken on an hour for hour basis. Time in lieu may be accumulated to a maximum of 8 hours in any 4 week cycle. If the time is not taken within the 4 weeks it will be paid out at applicable overtime rates.

18. Allowances

- 18.1 First Aid Allowance:

Employees who have completed an approved First Aid course and who are nominated by the company to perform first aid duties, consistent with the requirements of the NSW O.H&S. regulations, will receive a fixed payment of \$9.75 per week provided the qualification is maintained as required.

- 18.2 Travelling Expenses:

- (a) When an employee, in the course of his / her duty, is required to go to any place away from his / her usual place of employment, he/she shall be paid all reasonable expenses actually incurred.
- (b) Any employee required to use their own vehicle on company business on an occasional basis, shall be paid an amount of 57 cents for each kilometre which is

over and above the normal amount of kilometres usually travelled to the primary working location. This only applies to approved company business travel.

19. Public Holidays

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

- 19.1 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 NSW, shall be holidays;
- 19.2 In addition to the holidays specified in subclause (i) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the Company and employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 19.3 No deduction shall be made from the weekly wages of full-time employees for the week in which any of the public holidays fall, or a part time employee who would normally have worked but for the public holiday.
- 19.4 The payment for all work on public holidays shall be double time and one-half for all hours worked, which is single time plus a loading of 150%. A minimum payment of 4 hours shall apply.
- 19.5 Where an employee is absent from the employee's employment on the working day before or the working day after a public holiday without reasonable excuse, medical certification or without the consent of the Company, the employee shall not be entitled to payment for such holiday.

20. Annual Leave

- 20.1 Full time employees are entitled to four weeks annual leave per year, after every twelve months continuous service. Part time employees are entitled to a pro-rata amount of annual leave.
- 20.2 The pay rate for annual leave is the employee's ordinary rate at the time the employee takes the annual leave, plus 17.5% of that rate for annual leave loading and excludes any allowances, penalty rates, overtime or any other payments prescribed in this agreement.
- 20.4 The company will try to accommodate employee requests in the fostering 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. The loading for casual employees includes the entitlement of N.S.W. employees to an annual leave loading of one-twelfth of their ordinary time rate of pay.
- 20.5 This clause extends to an employee working shift work, who is given and takes an annual holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

21. Sick Leave

- 21.1 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)

- 21.2 Unused sick leave will accumulate from year to year without limit. Accrued sick leave will not be paid on termination of employment.
- 21.3 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, which states the specific nature of the illness. If no such certificate is provided, the absence will be considered unauthorised and recorded as unpaid leave.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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)*.

22. Carer's Leave

- 22.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 22.4 who needs the employee's care and support, shall be entitled to use in accordance with this sub-clause any current or accrued sick leave entitlement, provided for at Clause 21.1, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 22.2 An employee who has exhausted their paid sick leave entitlement, and has further absences of carer's leave, may upon application; access accrued annual leave up to 5 days in total (single or consecutive days) to cover the absence. Alternatively an employee may elect, with the consent of the Company to take unpaid sick leave.
- 22.3 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or 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.
- 22.4 The entitlement to use carer's leave in accordance with this sub-clause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) 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 or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (5) 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.

22.5 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.

22.6 The amount of carer's leave taken on each occasion shall be deducted from the employee's entitlements provided in Clause 21.1.

23. Long Service Leave

The entitlement to Long Service Leave shall be as provided in the *Long Service Leave Act 1955* (NSW).

24. Bereavement Leave

24.1 Subject to notice being given, permanent full-time and part-time 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, grandchild, father, mother, brother, sister, grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law.

24.2 Under special circumstances paid bereavement leave in excess of the above entitlements may be approved at the company's discretion.

24.3 This entitlement of 2 days paid leave does not accumulate from year to year.

25. Jury Leave

25.1 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.

25.2 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.

25.3 An employee shall notify their manager as soon as possible of the date upon which they are required to attend for jury service.

25.4 Further, the employee shall provide proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

26. Parental Leave

Parental leave shall be provided in accordance with the *NSW Industrial Relations Act 1996* except that, by consent of the company, an employee on parental leave may interrupt the period of leave by returning to work on a fulltime, part-time or casual basis. The maximum 12 months' period of leave is not extended by any period so worked.

27. Superannuation

- 27.1 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.
- 27.2 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.
- 27.3 Should legislation be amended during the life of this agreement to incorporate Choice of Superannuation for employees covered by this Agreement, these employees will be eligible to exercise choice at their discretion.
- 27.4 The default Superannuation funds will be as per sub clause 27.2.

28. Workers Compensation

The conditions regarding Workers Compensation shall be as provided for in the *Workers Compensation Act 1987 (NSW)* and *Workplace Injury Management and Workers Compensation Act 1998 (NSW)*.

29. Occupational Health and Safety

The Company and each employee who are bound to observe the provisions of this agreement shall also cooperate positively in respect of obligations pursuant to the *Occupational Health & Safety Act 2000 (NSW)*.

30. Training and Development

- 30.1 The company will provide staff 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 business.
- 30.2 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.
- 30.3 Course fees incurred by employees in external training will be reimbursed if the training is approved by the company on completion of each year of the course, or as otherwise agreed.
- 30.4 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.

31. Multi-skilling

- 31.1 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 employees.
- 31.2 Furthermore, all employees to this Agreement agree to work in any part of the business operations, provided that the employee is competent and the work can be performed with safety.
- 31.3 Appropriately, employee training will be provided where necessary.

32. Termination of Employment

- 32.1 The employment of an employee engaged under this Agreement may be terminated by either the Company or the employee by the giving of:
- (a) one week's notice for those employees in the Customer Support stream; and
 - (b) two week's notice for those employees in the Customer Service or Warehouse streams.
- 32.2 The period of notice may also be paid fully in lieu, at the discretion of the Company, or paid in part if some part of the notice is worked.
- 32.3 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.

33. 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.

34. Dispute Prevention and Resolution

The procedure for the handling of grievances or disputes concerning matters arising from the content of this Agreement shall be:

- 34.1 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, with a response provided as an answer or advice that further time is required.
- 34.2 If the matter is unresolved it shall be referred to the Branch Manager for further discussion, or reference to other senior management.
- 34.3 Reasonable time limits must be allowed for each stage of discussion.
- 34.4 If the matter cannot be resolved by discussion between the parties in a reasonable time, 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.
- 34.5 The employee may seek representation from an Industrial Organisation for Employees and the Company may seek representation from an Industrial Organisation for Employers, after step 33.1 has been completed.
- 34.6 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.

35. Obligations of the Company and Employees

It is agreed by the company and the employees covered by this Agreement that for the duration of this Agreement:

- 35.1 The company will continue a process of consultation with employees through appropriate consultative committees on matters related to the operation of this Agreement.
- 35.2 Three months before the expiry of this Agreement parties agree to commence discussion on a new agreement with employees.

36. 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 Bakers Blacktown 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: _____

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

Signed: _____ Date: _____

Witnessed by: _____ Date: _____

APPENDIX 1 – Wage Rate Structure

The following minimum rates apply for employees employed on or after 1 October 2005 and transferred employees, who commenced in their new position on or after 1st October, 2005 or those employees whose grade or level changes and are classified under the Warehouse, Customer Support or Customer Service stream.

Indicative positions are listed below as relevant to the current business operation.

WAREHOUSE STREAM		CUSTOMER SUPPORT STREAM		CUSTOMER SERVICE STREAM		WAGES	
Grade	Position	Grade	Position	Grade	Position	WEF 19/10/2005 (3%)	WEF FFPP 01/10/06 (3%)
1	Storeperson - entry					\$ 30,000.00	\$ 30,900.00
2	Storeperson - 12 mths service, no forklift	1	Customer Support (entry)			\$ 33,233.00	\$ 34,229.99
3	Storeperson - with forklift	2	Customer Support	1	Trainee Customer Service Officer	\$ 34,113.00	\$ 35,136.39
4	Storeperson - in charge	3	Senior Customer Support	2	Customer Service Officer	\$ 35,477.00	\$ 36,541.31
5	Storeperson - certified			3	Senior Customer Service Officer	\$ 37,610.00	\$ 38,738.30

APPENDIX 2 – Wage Rate Structure

CLERICAL

The following minimum rates apply for existing employees, who commenced pre 1st October, 2005 and are classified under Clerical.

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

GRADE	CLASSIFICATION		WEF FFPP 19/10/05 (3%)	WEF FFPP 01/10/2006 (3%)
Grade 1	Adult	1 st year	\$32,608.89	\$33,587.16
		2 nd year	\$32,613.45	\$33,591.85
		3 rd year	\$33,083.93	\$34,076.45
		4 th year	\$33,412.36	\$34,414.73
	Junior	16 yrs	\$14,674.23	\$15,114.46
		17 yrs	\$17,934.10	\$18,472.13
		18 yrs	\$21,195.67	\$21,831.54
		19 yrs	\$24,442.47	\$25,175.74
		20 yrs	\$27,717.10	\$28,548.62
Grade 2	Adult	1st year	\$34,230.02	\$35,256.92
		2nd year	\$34,583.46	\$35,620.96
		3rd year	\$34,936.32	\$35,984.41
		4th year	\$35,278.39	\$36,336.74
	Junior	16 yrs	\$15,404.39	\$15,866.52
		17 yrs	\$18,826.20	\$19,390.98
		18 yrs	\$22,249.14	\$22,916.62
		19 yrs	\$25,677.81	\$26,448.14
		20 yrs	\$29,095.60	\$29,968.47
Grade 3	Adult	1st year	\$35,136.89	\$36,191.00
		2nd year	\$35,488.05	\$36,552.69
		3rd year	\$35,851.15	\$36,926.68
		4th year	\$36,176.16	\$37,261.45
	Junior	16 yrs	\$15,811.81	\$16,286.16
		17 yrs	\$19,325.10	\$19,904.85
		18 yrs	\$22,838.39	\$23,523.54
		19 yrs	\$26,352.25	\$27,142.82
		20 yrs	\$29,866.11	\$30,762.09
Grade 4	Adult	1st year	\$35,900.59	\$36,977.61
		2nd year	\$36,361.41	\$37,452.25
		3rd year	\$36,831.33	\$37,936.27
		4th year	\$37,302.38	\$38,421.45
	Junior	16 yrs	\$16,155.57	\$16,640.24
		17 yrs	\$19,744.44	\$20,336.77
		18 yrs	\$23,720.83	\$24,432.45
		19 yrs	\$26,925.58	\$27,733.35
		20 yrs	\$30,515.58	\$31,431.05
Grade 5	Adult	1st year	\$37,883.67	\$39,020.18
		2nd year	\$38,012.65	\$39,153.03
		3rd year	\$38,684.29	\$39,844.82
		4th year	\$39,221.25	\$40,397.88

WAREHOUSE AND CUSTOMER SERVICE

The following minimum rates apply for existing employees, who commenced pre 1st October, 2005 and are classified under Warehouse or Customer Service

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

GRADE	CLASSIFICATIONS	WEF 18/10/2005 (3%)	WEF FFPP 01/10/2006 (3%)	
LEVEL 1 – General Warehouse & Front Counter	Adult	1 st year	\$33,866.94	\$34,882.94
		2 nd year	\$34,334.01	\$35,364.03
		3 rd year	\$34,794.83	\$35,838.68
		4 th year	\$35,234.06	\$36,291.09
	Junior	17 yrs	\$18,626.76	\$19,185.56
		18 yrs	\$22,860.55	\$23,546.37
		19 yrs	\$27,093.77	\$27,906.58
		20 yrs	\$31,327.00	\$32,266.81
LEVEL 2 – General Warehouse & Front Counter (with forklift licence)	Adult	1st year	\$34,557.31	\$35,594.03
		2nd year	\$35,018.15	\$36,068.69
		3rd year	\$35,500.56	\$36,565.57
		4th year	\$35,960.25	\$37,039.05
	Junior	17 yrs	\$19,006.32	\$19,576.51
		18 yrs	\$23,325.92	\$24,025.69
		19 yrs	\$27,646.08	\$28,475.46
		20 yrs	\$31,965.68	\$32,924.65
Level 3 – Telephone Sales	Adult	1st year	\$35,500.56	\$36,565.57
		2nd year	\$36,327.32	\$37,417.14
		3rd year	\$37,140.44	\$38,254.65
		4th year	\$37,938.78	\$39,076.95
	Junior	17 yrs	\$19,525.68	\$20,111.45
		18 yrs	\$23,962.89	\$24,681.77
		19 yrs	\$28,400.11	\$29,252.11
		20 yrs	\$32,837.32	\$33,822.44