

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: 97/34

L.R.C. NO: 96/6806

DATE APPROVED/COMMENCEMENT: 18 February 1997

TERM: 21 Months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE: *Vol 297 I.G. 21.3.97*

DATE TERMINATED:

NUMBER OF PAGES: 6

TITLE: J. Blackwood and Son Limited (Unanderra Branch) Enterprise Agreement No.1

COVERAGE/DESCRIPTION OF

EMPLOYEES: Classifications specified in the Storemen and Packers General (State) Award

PARTIES: J. Blackwood and Son Limited & Paul Alickson, Ian Barley, Danielle Bor, Ben boyd, Stewart Dawson, Michael Edgar, Andrew Houghton, Tracy McLean, Peter McKeowen, Lyn McMahon, James Moule, Ned Mnsic, Kerry Nichols, Ben Sleele, Anthony Todd, Chris Wilkinson.

***J.Blackwood & Son Limited,
(Unanderra Branch)***



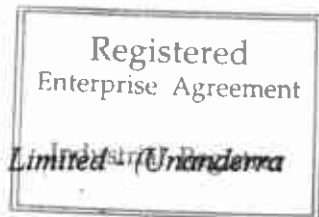
Enterprise Agreement No.1

1. Arrangement

1. *Arrangement*
2. *Title of Agreement*
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6. *No Extra Claims*
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12. *Dispute Settlement Procedure*
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2. Title of Agreement

This agreement shall be known as the J.Blackwood & Sons Limited (Unanderra Branch) Enterprise Agreement No.1 (the agreement).



3. Application of Agreement

This agreement shall apply to:

- i. *J.Blackwood & Son Limited, Unanderra Branch located at 22-24 Lady Penrhyn Drive, Unanderra, NSW.*
- ii. *Employees employed by J.Blackwood & Son Limited who are engaged in any of the classifications specified in the Storeman and Packers General (State) Award and the Storeman and Packers General (State) Wages and Expense Related Allowances Adjustment Award 1995, at the address specified in (i) above.*

4. Relationship to Parent Awards

- i. *It has been determined by the parties to this agreement that it shall be read and construed in conjunction with the Storeman and Packers General (State) Award and the Storeman and Packers General (State) Wages and Expense Related Allowances Adjustment Award 1995. ("The Parent Awards")*
- ii. *Where there is any inconsistency between the Parent Awards and this agreement, this agreement shall prevail to the extent of the inconsistency.*

5. Term of Agreement

This agreement shall come into operation on the 18th February 1997 and shall remain in force for a term of 21 months.

6. No Extra Claims

There shall be no further claims for wage increases or improvements in conditions of employment during the term of this agreement.

7. Duress

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

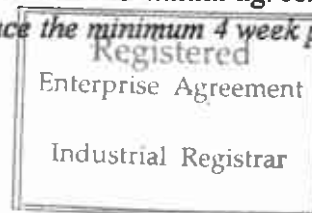
8. Ordinary Hours of Work

The ordinary hours of work will be 38 hours Monday to Friday each week exclusive of lunch breaks between the hours of 6.30am and 6.30pm.

The company may alter rostered times for the commencement and finishing of work only by giving a minimum of 4 weeks notice to the employee of the alterations. The minimum 4 week period of notice can be shortened when there is mutual agreement between the company and employee concerned to reduce the minimum 4 week period of notice.

9. Purpose of Agreement.

The parties to this agreement are committed to working together to increase the company's competitiveness and offer secure and worthwhile employment for employees by achieving improvements in productivity, customer service and staff communications.



10. Methods to achieve Gains in Productivity & Efficiency

It is recognised by the parties to this agreement that improvements in efficiency and customer service can be made.

With these twin objectives in mind the employees employed under this agreement shall;

- (i). Answer external, business telephone calls within 3 rings of the telephone with the customer to be dealt with politely and in an expedient manner.*
- (ii). Ensure credits to customers resulting from counter or phone sales are kept below 4% of total monthly sales.*
- (iii) Charge a 're-stock fee' for all credit claims not of J.Blackwood & Son Limited error.*

10. *Methods to achieve Gains in Productivity & Efficiency Cont.d*

- (iv). *Reply to customer enquiries for quotations on or within 24 hours when this reasonably possible.*
- (v). *Incorporate freight charges into the price of the goods to customers to minimise freight charges payable by J.Blackwood & Son Limited.*
- (vi). *Stipulate a 'required by date' on all purchase orders when inputting purchase orders into the computer.*
- (vii). *Nominate a realistic delivery date on all purchase orders entered on computer.*
- (viii). *Establish channels of communication between staff to enhance teamwork and distribute the workload equitably among staff.*
- (ix). *Organise a monthly meeting to discuss improvements in the organisation of the workplace.*
- (x). *Attend the service counter upon the counter bell sounding.*
- (xi). *Assist with faxing purchase orders by sending any that may be awaiting despatch.*
- (xii). *Warn counter staff of any urgent pickups by phoning the orders through to the counter staff so that the goods are ready when the customer arrives.*
- (xiii). *Aim to assist fellow workers during spare time to enhance productivity and team spirit.*
- (xiv). *Recycle packaging material and adhere to safe work practices.*
- (xv). *Have all overtime approved by management and kept to the minimum required to complete the work.*



11. *Wages*

Stage 1 Increase

- (i) *Employees party to this agreement shall receive an increase of 4.5% to their current rate of pay.
This increase will be payable on and from 24th February 1997*

Stage 2 Increase

- (i) *Employees party to this agreement shall receive an increase of 4.5% to their current rate of pay.
This increase will be payable on and from 24th February 1998*

12. *Dispute Settlement Procedure*

- (i). *The purpose of the grievance procedure is to resolve all normal work related problems that may arise as quickly as possible. Parties should always confer in good faith and without delay.*
- (ii). *Management always stands ready to discuss matters that concern employees.*
- (iii). *When a problem or grievance arises, the Departmental Supervisor is the first contact. The supervisor is best placed to understand the employees problems.*
- (iv). *It is the supervisor's and management's obligation to reply to all matters raised by employees, either with an answer or to advise that more time is required.*
- (v). *If the matter is not settled with the Supervisor, then the employee and/or union delegate can ask the Supervisor to refer the matter to the next higher authority.*
- (vi). *At any stage, depending on the seriousness of the matter, management may call the employees together to fully discuss the matter. The employees also through their Supervisor, can request a meeting with management for the same reason.*
- (vii). *While any grievance or disagreement is being discussed as above, all employees party to the agreement will remain on the job and work normally.*
- (viii). *By agreement, and with prior notice to management, employees may meet without management.*
- (ix). *It is recognised that all parties have the common interest "to satisfy the customer at all times".*

Registered
Enterprise Agreement

13. Signatories to Agreement

Signed on behalf of J.Blackwood & Son Limited by:

Peter Versace Manager:

[Handwritten signature: Peter Versace]

Date: 18.2.97

Signed by employees of J.Blackwood & Son Limited covered by this agreement;

1. Paul Aleckson

[Handwritten signature: Paul Aleckson]

Date 17-2-97

2. Ian Bailey

[Handwritten signature: Ian Bailey]

Date 17-2-97

3. Danielle Borg

[Handwritten signature: Danielle Borg]

Date 17-2-97

4. Ben Boyd

[Handwritten signature: Ben Boyd]

Date 17-2-97

5. Stewart Dawson

[Handwritten signature: Stewart Dawson]

Date 17-2-97

6. Michael Edgar

[Handwritten signature: Michael Edgar]

Date 17/2/97

7. Andrew Houghton

[Handwritten signature: Andrew Houghton]

Date 17/2/97

8. Tracy McLean

[Handwritten signature: Tracy McLean]

Date 17/2/97

9. Peter McKeowen

[Handwritten signature: Peter McKeowen]

Date 17/2/97

10. Lyn McMahon

[Handwritten signature: Lyn McMahon]

Date 17-2-97

11. James Moule

[Handwritten signature: James Moule]

Date 17/2/97

12. Ned Mrcic

[Handwritten signature: Ned Mrcic]

Date 17/2/97

13. Kerry Nicholls

[Handwritten signature: Kerry Nicholls]

Date 17/2/97

14. Ben Steele

[Handwritten signature: Ben Steele]

Date 17/2/97

15. Anthony Todd

[Handwritten signature: Anthony Todd]

Date 17/2/97

16. Chris Wilkinson

Date _____

17.

Date _____

18.

Date _____

19.

Date _____

Registered
Enterprise Agreement
Industrial Registrar
Date 17/2/97

ANNEXURE A

- [C] **Comparison of Conditions of Employment under the Agreement and those which would otherwise apply under relevant award(s), being the Storeman & Packers General (State) Award, and the Storeman and Packers General (State) Wages and Expense Related Allowances Adjustment Award 1995.**

The Objectives of the parties to the Agreement are to:

- Improve customer satisfaction with continuous improvement
- Enhance the Company's competitiveness
- Provide security of employment to employees
- Provide high quality
- Improve efficiency
- Reduce wastage and errors
- Cultivate a team spirit among the warehouse personnel
- Enhance communication among staff
- Provide higher rates of remuneration that the rates available under the applicable award



and it is the intention of the provisions contained within the Agreement to achieve these objectives. All other clauses continue to be provided by the Storeman & Packers General (State) Award and the Storeman & Packers General (State) Wages and Expense Related Allowances Adjustment Award 1995; known as the Parent Awards by the Agreement, except for those which amend or are additional to the Parent Awards in the interest of achieving the objectives, and which are set out above. Clause 4 of the Agreement provides that in the event of any inconsistency between the Parent Awards and the Agreement, the Agreement shall prevail to the extent of any inconsistency.

The clauses of the Agreement which amend or which are additional to the Parent Awards are as follows:

Clause 8 - Ordinary Hours of Work

The average ordinary hours per week under the Agreement remain the same as those stipulated in the Parent Award being an average 38 hours per week.

The spread of ordinary hours per day has been increased by 1 hour to 6.30am to 6.30pm under the Agreement, whereas the Parent Awards makes provision for a spread of ordinary hours between 6.30am to 5.30pm. Provision has been made under the Agreement for the Employer to alter rostered commencement and finishing time subject to the giving of 4 weeks notice. Similarly the Parent Awards provides for such alterations to rostered commencement and finishing times subject to the giving of a lesser period of notice, being 7 days.

Clause 11 - Wages

Provisions for two pay increases have been made in the Agreement. Upon

ratification of the Agreement, rates of pay will be increased by 4.5% on and from the first full pay period to commence on or after the date of ratification of the Agreement. The second pay increase of 4.5% will be effective from the first full pay period to commence on or after 12 months since the date of ratification.

Clause 10 - Methods To Achieve Gains in Productivity and Efficiency

Under the Agreement, the Employees have undertaken to

- (i) respond to business telephone calls within 3 rings
- (ii) restrict the error rate so that customer credits are kept below 5% of total monthly sales.
- (iii) charge a 're stock' fee for credit claims which are not of the Company's error
- (iv) whenever it is reasonably possible to do so, provide quotations to customers within 24 hours of the enquiry
- (v) when charging customers, incorporate a freight charge
- (vi) stipulate 'required by' dates on purchase orders when inputting into the computer
- (vii) nominate realistic delivery dates on all purchase orders entered on the computer
- (viii) enhance communication among staff
- (ix) conduct monthly staff meetings with a view to discuss improvements to workplace procedures
- (x) attend the service counter upon the bell sounding
- (xi) assist with faxing purchase orders
- (xii) phone urgent counter orders through to the counter staff
- (xiii) assist colleagues during slow periods
- (xiv) recycle packaging material
- (xv) adhere to safe work practices
- (xvi) minimise overtime worked and have it approved by management.



SCHEDULE C

Registered
Enterprise Agreement
Industrial Registrar

STATEMENT OF PARTICULARS

1. The nominal term of the agreement is "twenty one (21) months.
2. The agreement does not vary an earlier enterprise agreement.
3. The awards, former industrial agreements or other instruments which apply to the work covered by the proposed agreement are:-

The Storeman and Packers General (State) Award

and the

Storeman, Packers General (State) Wages and Expense Related Allowances Adjustment Award 1995

4. The agreement covers employees of a single employer. The single employer is *J. Blackwood & Son Limited* located at *22-24 Lady Penrbyn Drive, Unanderra, NSW 2526*.
5. The agreement covers the category or group of employees who form a distinct operational unit at the Unanderra branch being employees who are engaged in the warehouse and who are classified under the *Storeman and Packers General (State) Award and the Storeman and Packers General (State) Wages and Expense Related Allowances Adjustment Award 1995*.
6. The agreement has been negotiated with individual employees.
 - (a) A notification was sent by facsimile to the Industrial Registrar on 11 November 1996, pursuant to Section 36 of the *Industrial Relations Act 1996*.
 - (b) The employees nominated two representatives. *Peter McKeowen* of 17 Colgong St., TOWRADGI, NSW, 2518 and *Ian Bailey* OF 38 Bright Pde., DAPTO, NSW, 2530 as returning officers.

Each employee was informed on 4 November 1996, of the secret ballot by memorandum. Annexed to the memorandum was a copy of the *J Blackwood & Son Limited (Unanderra Branch) Enterprise Agreement No. 1* and a ballot form.

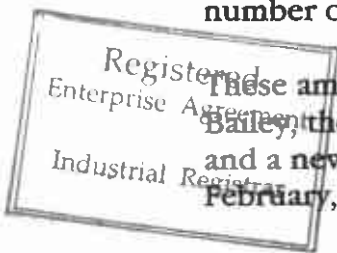
The memorandum informed employees that the ballot papers had to be placed in the ballot box by 2.00 p.m. Friday, 8 November, 1996.

Upon the ballot closing, the votes were then counted by the two returning officers, Peter McKeowen and Ian Bailey.

All employees potentially affected by the Agreement voted in the secret ballot.

The result of the ballot was declared as follows: of seventeen (17) votes counted, sixteen (16) votes were in favour of the implementation of the Enterprise Agreement and one (1) vote was not in favour of the implementation of the Enterprise Agreement. Consequently, 93.75% of the employees are in favour of the Enterprise Agreement.

Following a Mention before Hungerford J of the Industrial Relations Commission of New South Wales on Tuesday, 11 February, 1997, a number of amendments were made to the Agreement.



These amendments were then explained to the employees by Mr. Ian Bailey, the employees' representative, on Friday, 14 February, 1997, and a new vote conducted by secret ballot on Monday morning, 17 February, 1997.

The results of the new ballot was as follows: of fifteen (15) votes counted, fourteen (14) votes were in favour of the implementation of the Agreement, and one (1) was against. One (1) employee was absent.

Consequently the Agreement was approved by not less than 65% of the employees to be covered by the Agreement, as required by Section 36(4) of the *Industrial Relations Act 1996*.

- (7) (a) The percentage of employees covered by the Enterprise Agreement who are female is 31.25%.
- (b) The percentage of employees covered by the Enterprise Agreement who are from non-English speaking background is 0%.