

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/69

TITLE: J Blackwood & Son Limited Newcastle Enterprise Agreement 1998-99

I.R.C. NO: 98/817

DATE APPROVED/COMMENCEMENT: Approved 10 March 1998 and commenced 1 January 1998

TERM: Expires 31 December 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12



COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Clerical and Administrative Employees (State) Award and the Storemen and Packers, General (State) Award at Hannell Street, Wickham 2293 and Bourke Street, Carrington 2294

PARTIES: J Blackwood and Son Limited -&- Federated Clerks' Union of Australia, New South Wales Branch and National Union of Workers, New South Wales Branch

“ANNEXURE A”



1. TITLE OF AGREEMENT

This agreement shall be known as the J. Blackwood & Son Limited Newcastle Enterprise Bargaining (State) Agreement 1998-99.

2. CLAUSE INDEX

1. Title of Agreement
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3. Parties to the Agreement
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9. Consultative Committee
10. Ordinary Hours of Work
11. Meal Allowance
12. Wage Adjustments
13. Grievance/Dispute Settlement procedure
14. Probationary Period
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16. Signatories to the Agreement



PART A PRELIMINARY MATTERS

3. PARTIES TO THE AGREEMENT

This agreement shall be binding on:

- (a) J. Blackwood & Son Limited Newcastle located at 90 Hannell Street, Wickham and Bourke Street Carrington Newcastle NSW, (Hereafter known as "The Company" or "The Business").
- (b) Employee organisations covering the above sites known as:
 1. National Union of Workers, NSW Branch
 2. Federated Clerks Union of Australia (NSW Branch)

(c) All employees employed by the company who are engaged in any of the classifications specified in the following awards:

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



4. **RELATIONSHIP TO PARENT AWARDS**

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

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

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

5. **TERM OF AGREEMENT**

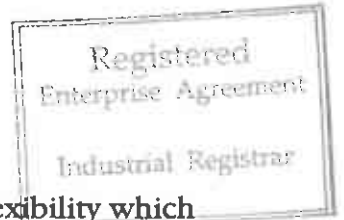
This agreement shall commence from the first full pay period on or after 1 January 1998, and shall remain in force until 31 December, 1999.

6. **NO EXTRA CLAIMS**

There shall be no further claims for wage increases during the term of this agreement other than those required to be payed under State Wage Case Principals and the review of wage rates as referred to in Part D Clause 12(2).

7. **REVIEW OF THE AGREEMENT**

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



8. PURPOSE OF THE AGREEMENT

The purpose of this agreement is:

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

9. CONSULTATIVE COMMITTEE

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

PART B HOURS OF WORK

10. ORDINARY HOURS OF WORK

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

- (i) 6.30 a.m. and 6.30 p.m. for those employee's covered by the Storeman and Packers, General (State Award).

- (ii) 6.30 a.m. and 6.30 p.m. for those employee's covered by the Clerical and Administrative Employees (State) Award.

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



PART C MEAL ALLOWANCE

11. MEAL ALLOWANCE

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

A shall mean \$8.00 for employees covered by this agreement classified as clerical and administrative employees.

B shall mean \$6.80 for employees covered by this agreement classified as Storemen and/or Packers.

PART D WAGE ADJUSTMENT

12. WAGE ADJUSTMENTS

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

- (a) Storemen and Packers General (State) Award
 - (b) Clerical and Administrative Employees (State) Award
1. On and from the first full pay period to commence on or after 1 January, 1998 rates of pay shall be increased by 3%. An additional 1% increase will be payable on the first pay period after 1 July, 1998 should current targets, in sales, margin, expenses be met or exceeded (reportable through the consultative committee).
 2. It is agreed that a further wage review shall take place on 31 December, 1998.

3. **Appendix A sets out the rates of pay for classifications of employees covered by the agreement.**

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PART E GRIEVANCE/DISPUTE SETTLEMENT AND COUNSELLING PROCEDURE

13. GRIEVANCE/DISPUTE SETTLEMENT PROCEDURE

1. The purpose of the grievance procedure is to resolve all normal work related problems that may arise as quickly as possible. Parties should always confer in good faith and without delay.
2. Management always stands ready to discuss matters that concern employees.
3. When a problem concern or grievance arises, the Departmental Supervisor is the first contact. The supervisor is best placed to understand the employees problems.
4. It is supervisors and managements obligation to reply to all matters raised by employees, either with an answer or to advise that more time is required.
5. "Following the grievance procedure" means that if the matter is not settled with the Supervisor, then the employee and/or union delegate can ask the Supervisor to refer the matter to the next higher authority, and so on up to the level of authority as in the procedure illustrated.
6. At any stage, depending on the seriousness of the matter, management may call the employees together to fully discuss the matter. The employees also through their Supervisor, can request a meeting with management for the same reason. This type of meeting would be on paid time.
7. Provided the formal grievance procedure is followed then the existing agreement for paid union meetings will be honoured.
8. Certain other meetings may be paid for example where employees are to hear a report back from a union, depending upon circumstances and relating only to "domestic" issues already under discussion.
9. While any grievance or disagreement is being discussed as above, all employees should remain on the job and work normally.
10. If employees decide to hold a stop work meeting on their own they will not be paid for the time lost.
11. It is recognised that all parties have the common interest "to satisfy the customer at all times".



14. PROBATIONARY PERIOD

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

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

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

15. COUNSELLING PROCEDURE

- (1) A formal counselling process will apply to matters such as ~~as habitually~~ poor time-keeping, unacceptable absenteeism, continuous errors made after training period completed, mischievous or malicious communication to customers, regular unauthorised use of the company's telephone system.

When counselling fails and offences are repeated, the employee will be issued with a formal warning with the union delegate in attendance. If no improvement occurs the next step will be an official, final warning (recorded in writing) administered with the union representative in attendance. If the unacceptable behaviour continues at any time in the future, the employee having already received an official, final warning, will be dismissed. These warnings shall, remain valid for the period of 12 months unless otherwise agreed between the parties involved.

- (2) In the case of insubordination, this will be handled at two levels of management, for example the manager or supervisor involved together with the employee's immediate superior and the same two step counselling and warning procedure will be followed.
- (3) In all cases where an employee refuses the duties for which such an employee was employed, other than on substantiated safety grounds, or for that matter, refuses any lawful command, employment may be terminated.



- (4) In cases where employee behaviour results in a criminal act, the company may press charges and refer the matter to the police for direct action and terminate employment for example theft, assault, property damage, drug taking whilst at work, breaking and entering any of the company's premises, tampering with any installed security device or system, passing confidential, information to any of our competitors etc.

16. SIGNATORIES TO THE AGREEMENT

SIGNED FOR AND ON BEHALF OF
J. BLACKWOOD & SON LIMITED NEWCASTLE



SIGNED.....*[Signature]*.....

WITNESSED BY.....*[Signature]*.....

DATE.....*21/1/98*.....

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

- 1. NATIONAL UNION OF WORKERS (NSW BRANCH)

SIGNED.....*[Signature]*.....

DATE.....*16.1.98*.....

- 2. FEDERATION CLERKS UNION OF AUSTRALIA (NSW BRANCH)

SIGNED.....*[Signature]*.....

DATE.....*12-1-98*.....



APPENDIX A

Classification	Current Weekly Rate of Pay	New Weekly Rate of Pay
Storeperson U1Y	477.29	491.61
Storeperson A1Y	483.87	498.39
Storeperson A2Y	490.44	505.15
Storeperson A3Y	496.66	511.56
Lead Hand U 1 yr	513.38	528.78
Lead Hand A 1 yr	526.87	542.68
Lead Hand A 2 yr	539.78	555.97
Lead Hand A 3 yr	553.04	569.63
T/Sales Und 1 yr	500.35	515.36
T/Sales Aft 1 yr	511.88	527.24
T/Sales Aft 2 yr	523.53	539.24
T/Sales Aft 3 yr	534.71	550.75
T/Sale Supv U1Y	526.87	542.68
T/Sale Supv A1Y	539.78	555.97
T/Sale Supv A2Y	553.04	569.63
T/Sale Supv A3Y	566.30	583.29
T/S Spec Ac U1Y	517.65	533.18
T/S Spec Ac A1Y	529.18	545.06
T/S Spec Ac A2Y	540.82	557.04
T/S Spec Ac A3Y	552.00	568.56

S/Counter U1Y	484.98	499.53
S/Counter A1Y	493.20	508.00
S/Counter A2Y	501.46	516.50
S/Counter A3Y	509.34	524.62

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APPENDIX A

Classification	Current Fortnightly Rate of Pay	New Fortnightly Rate of Pay
Clerk 1/1	1105.35	1138.51
Clerk 1/2	1088.80	1121.46
Clerk 1/3	1071.31	1103.45
Clerk 1/4	1055.72	1087.39
Clerk 2/1	1051.23	1082.77
Clerk 2/2	1038.00	1069.14
Clerk 2/3	1024.76	1055.50
Clerk 2/4	1011.76	1042.11
Clerk 3/1	1019.56	1050.15
Clerk 3/2	1010.34	1040.65
Clerk 3/3	1000.20	1030.21
Clerk 3/4	990.26	1019.97
Clerk 3/4J85*20	841.72	866.97
Clerk 3/4J75*19	742.68	764.96
Clerk 3/4J65*18	643.67	662.98
Clerk 3/4J55*17	544.64	560.98
Clerk 4/1	994.27	1024.10
Clerk 4/2	984.58	1014.12
Clerk 4/3	974.67	1003.91
Clerk 4/4	964.72	993.66
Clerk 4/4J85*20	820.02	844.62
Clerk 4/4J75*19	723.55	745.26
Clerk 4/4J65*18	627.08	645.89

Clerk 4/4J55*17	530.60	546.52
Clerk 4/4 J45*16	434.13	447.15
Clerk 5/1	941.67	969.92
Clerk 5/2	932.45	960.42
Clerk 5/3	922.76	950.44
Clerk 5/4	921.15	948.78
Clerk 5/4J85*20	782.98	806.47
Clerk 5/4J75*19	690.87	711.60
Clerk 5/4J65*18	598.76	616.72
Clerk 5/4J55*17	506.62	521.82
Clerk 5/4J45*16	414.51	426.95
Clerk Exempt G1	1270.47	1308.58

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