



**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/107

TITLE: J Blackwood & Son Limited Bankstown Enterprise Agreement 2003

I.R.C. NO: IRC03/1996

DATE APPROVED/COMMENCEMENT: 24 April 2003/ 1 January 2003

TERM: 1 January 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 13 June 2003

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of J Blackwood & Son Limited who are employed at the Company's warehouse at Unit 3/350 Edgar Street, Bankstown and who fall within the coverage of the Warehouse Employees' - General (State) Award

PARTIES: J Blackwood & Son Ltd -&- the Shop, Distributive and Allied Employees' Association, New South Wales

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**J. BLACKWOOD & SON LIMITED BANKSTOWN
ENTERPRISE BARGAINING AGREEMENT 2003**

SCHEDULE

1. PARTIES TO THE AGREEMENT

The parties to this Agreement are

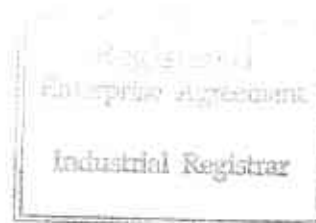
- 1.1. J. Blackwood & Son Limited ("the Company") and
- 1.2. the Shop, Distributive and Allied Employees' Association, New South Wales Branch ("the Union").

2. TITLE

This Agreement shall be known as the J. Blackwood & Son (Bankstown) Enterprise Agreement 2003.

3. ARRANGEMENT

1. Parties to the Agreement
2. Title
3. Arrangement
4. Application and Parties Bound
5. Duration
6. Relationship to Award
7. Agreement not a Precedent
8. No Extra Claims
9. Intent
10. Wages
11. Employment
12. Hours of Work
13. Rostered Days Off
14. Leave Provisions
15. Working Arrangements
16. Co-operation
17. Union Co-operation in relation to Innovation
18. Quality
19. Safety
20. Union Relationship
21. Training
22. Grievance/Dispute Settlement Procedure
23. Signatories



Appendix 1 Counselling and Disciplining Employees Policy & Procedure
Appendix 2 Good Conduct of Staff Policy

4. APPLICATION AND PARTIES BOUND

This Agreement shall be binding on the Company, the Union and all employees of the Company who are bound by the terms of the Warehouse Employees General (State) Award, as varied, who are engaged in the Company's warehouse at Unit 3/350 Edgar Street, Bankstown ("the Company").

5. DURATION

5.1. This Agreement shall take effect from 1 January 2003 and shall remain in force for a 12-month period, during which time this Agreement shall not be varied, including any variation from matters arising in any State or Federal wage cases.

5.2. The parties acknowledge that it is intended to renegotiate this Agreement prior to its end date in order to have a new agreement in place.

6. RELATIONSHIP TO AWARD

6.1. This Agreement shall be read and interpreted wholly in conjunction with the Warehouse Employees General (State) Award 1982 ("the Award") as varied from time to time.

6.2. Provided that where there is any inconsistency between the award and the agreement, this agreement shall prevail to the extent of the inconsistency.

7. AGREEMENT NOT A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Company warehouse or enterprise.

8. NO EXTRA CLAIMS

The Union and the Company undertake that, for the term of this Agreement, no extra claims will be pursued in respect of employees of the Company to whom this Agreement applies.

9. INTENT

9.1. The intent of this document is to commence the development of a new culture within the company so management, employees and the Union acquire a common understanding and purpose in terms of what is required to achieve recognition as the most customer oriented and efficient industrial wholesaler in New South Wales.

9.2. The change to work arrangement which J. Blackwood & Son Limited seeks to implement will reinforce the importance of individual and teamwork

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contributions to the business. In return, the Company is seeking a "freeing up" of restrictive work practices throughout its operation.

9.3. This Agreement will ensure all employees have the opportunity to utilise their skills to the fullest. In essence, if employees are trained and competent to perform certain tasks, the Company expects the work to be done by those employees.

9.4. This Agreement is vital to the future of the Company and employment security of its employees. It brings the Company and the Union representing its employees closer together in achieving a common purpose.

9.5. In shaping the future we will:

- (a) Build more harmonious relationships and goodwill by developing a mutual understanding through consultation and cooperation between the parties to this document.
- (b) Further the growth and profitability of the Company for the benefit of all stakeholders, ie customers, employees, shareholders, suppliers, etc.
- (c) Facilitate the introduction of new technology and associated change to enhance the Company's competitive position.
- (d) Establish skill-related career paths which provide an incentive for employees to participate in skill development.
- (e) Advance the working conditions and living standards of employees.
- (f) Provide the basis for continued secure employment into the next century.

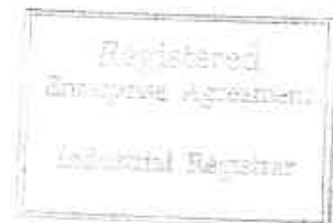
10. WAGES

10.1. In consideration of the proposed implementation of this Agreement the Company agrees to pay to the employees bound by this Agreement, a total wage increase for the period of this Agreement of 7.0% of the current weekly rates of pay inclusive of any over award payments that are currently in effect at the Company.

10.2. The parties agree that the quantum of this increase is as a result of the removal of provisions for entitlements to the 'Sick Leave Incentive' and 'Rostered Days Off'.

10.3. During the course of this agreement the parties will work together towards establishing standards for productivity measurement.

- (a) *Wages*



The minimum rates payable to all employees under this Agreement shall be as follows:

(b) *Adults*

The base pay rate for the warehouse employees will be \$465.00 per 38 hour week.

(c) *Junior Employees*

Junior employees shall receive percentages of the appropriate rate prescribed in (b) above as per Part B - Table 1 (ii) of the Award.

(d) *Casual Loadings*

A casual worker shall be paid per hour one thirty-eighth of the relevant weekly rate, plus 15 percent as per the Award. Refer (1) and (2) above.

11. EMPLOYMENT

11.1. *New Employees*

- (a) Relevant employees as nominated by the Company may be involved in the selection process of new employees. The introductory period for new permanent employees will be a three (3) month probationary period.
- (b) During this time their performance will be evaluated in accordance with Company procedures. Induction and required skills training will occur during this period. Should an employee prove to be unsatisfactory during or at the completion of this period, the services of the employee may be terminated. Prior to termination the relevant employee representative will be advised.

11.2. *Flexibility*

- (a) Recognising the requirement to provide flexibility within the workplace, the Company may request an employee carry out duties for which they are skilled, trained and competent to the extent that the duties are safe, legal sensible and logical for the employee to perform. An employee may be requested to carry out such duties and use such tools and equipment as may be required providing the employee has been properly trained to National and Industry Standards in the use of such tools and equipment.
- (b) Due to the flexible nature of our customer service requirements, employees may be required, subject to the provision of the Award and this Agreement, to change start and finish times to meet business demands. The minimum period of notice in these instances will be one (1) week or by mutual agreement. Individual circumstances will be considered.

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- (c) All employees agree to abide by Company operating procedures, safety, security, performance, quality and skills development initiatives.

11.3. *Counselling and Disciplining Employees*

- (a) The Company policy and procedure "Counselling and Disciplining Employees" is designed to encourage and improve work performance. The procedure prescribes steps for giving guidance, and in appropriate cases, taking disciplinary action.
- (b) A copy of the Procedure will be applied in its terms and is attached as Appendix 1.

12. HOURS OF WORK

- 12.1. The span of ordinary hours shall be 6.00 a.m to 6.00 p.m. Monday to Friday.
- 12.2. The ordinary hours of work shall be 38 per week. This Agreement acknowledges the Company's objective of moving towards a uniform 38 ordinary hour week through consultation with employees and by means of specific agreement as provided by Clause 3 of the Award.

13. ROSTERED DAYS OFF

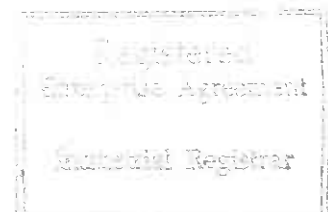
- 13.1. The parties agree that as of the date of this agreement, employees will no longer be entitled to accrue rostered days off (RDO's) in accordance with the provisions of the Storeman and Packers, General (State) Award.
- 13.2. Employees who at the date of making this agreement have currently accrued RDO's will be entitled to take these accrued days at a time agreed between the company and employee.

14. LEAVE PROVISIONS

14.1. *Bereavement Leave*

- (a) Bereavement Leave entitlements will be as provided by Clause 30 of the Award. Bereavement Leave may be granted under extenuating circumstances on an individual basis.
- (b) Should employees be on any other period of leave, e.g. annual leave, long service leave, periods of bereavement leave will not be additional to the leave being taken.

14.2. Jury Service



(a) An employee shall notify the Company as soon as possible of the date required for attendance at jury service and produce a copy of the summons for jury service.

(b) For jury service the Company will pay the difference between the jury fee and the employee's normal rate of pay.

14.3. *Sick Leave*

(a) Sick Leave entitlements will be as prescribed by Clause 17 of the Award.

15. WORKING ARRANGEMENTS

(a) Under this Agreement, future working arrangements may continue to be altered on an as needed basis, consistent with the Award and the terms of this Agreement and with the Company's need for operational flexibility.

(b) Changes in working arrangements will be implemented through a process of consultation and agreement with the employees and the Union.

(c) Hours of work will be determined mutually between the parties, taking due account of the needs of the business and consideration of employee needs and appropriate rostering arrangements, as consistent with the conditions outlined in this Agreement.

16. CO-OPERATION

16.1. The Company, employees and Union agree to co-operate in the suggestion and application of methods which will add value to the business and promote:

- (a) the health, safety and welfare of employees
- (b) efficient operations and outputs
- (c) good housekeeping and hygiene
- (d) harmonious employee relations

16.2. The consultative process will be based upon consensus decision making and may use mechanisms such as meetings, Consultative committees or special project groups. Resolution may need to involve senior Company management and Union officials.

16.3. The Company, employees and Union accept that housekeeping in the employee's immediate work area which is related to the work performed is each employee's responsibility and will be undertaken irrespective of job classification, as and when required.

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17. UNION CO-OPERATION IN RELATION TO INNOVATION

In the past the Union has always co-operated fully whenever new technology has been introduced. All parties, however, recognise that the rate of change in the coming years will accelerate. The parties agree that management will continue to receive co-operation from the workforce when introducing new systems, new techniques, or new technology, whether on a trial or permanent basis, subject to appropriate consultation.

18. QUALITY

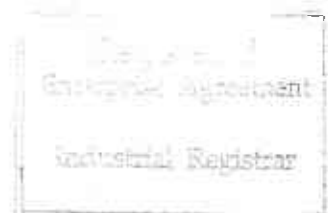
- 18.1. Quality of service is an essential emphasis in the Company's operations. New working arrangements emanating from this Agreement will enhance quality, team work, customer service, productivity and efficiency.
- 18.2. Consistent with the values of "excellence through quality" the parties agree to create and sustain conditions that encourage continuous employee commitment and long term competitiveness.
- 18.3. To emphasise the importance the Company puts upon quality, employee involvement and input will be sought as a contribution toward quality improvement.

19. SAFETY

- 19.1. Safety is an integral part of the Company's business operation. The Company and its employees will be expected to work within the established Company safety procedures and legislation covered within the New South Wales Workcover Authority's Occupational Health and Safety Regulations.

20. UNION RELATIONSHIPS

- 20.1. Union Organisers
- (a) From time to time there will be a need for an official of the Union to enter Company premises during working hours for the purpose of interviewing members of the Union.
 - (b) The Union representative shall not unduly interfere with the working of the Enterprise, and whilst on Company premises will conduct himself/herself in a manner consistent with standard Company policies and procedures.
 - (c) The Union will provide twenty four (24) hours notice of attendance if management personnel are required to be available during the Union's attendance.



20.2. Union Delegates

- (a) The Company recognises the right of duly elected Union delegates to represent employees on matters pertaining to grievances and other issues relating to this Agreement.
- (b) Before a delegate/co-delegate moves away from his/her own area of work on Union business, they must first obtain the permission of their supervisor or manager. An indication of time away from their normal area of work would be sought. Permission will not be unreasonably withheld.
- (c) Similarly when the delegate/co-delegate wishes to talk or meet with other supervisors/managers on Union business they should first seek approval from their supervisor/manager before making such an arrangement.
- (d) A supervisor/manager will not unreasonably withhold permission for a delegate to attend to bona fide Union matters or issues affecting the legitimate interests of Union members.
- (e) In the same spirit, accredited delegates/co-delegates should observe the above procedures and recognise the need to balance their absence from the job on Union business with the requirements for reasonable work performance.

21. TRAINING

21.1. Objectives

- (a) The parties to this Agreement recognise that internal and external issues affecting the workplace mean that major reform is required in training and career development in order to increase the efficiency, productivity, innovation, safety and competitiveness of the Company. This involves developing the skills and competencies of individual employees and the overall skill levels and capacities in the Company as a whole.
- (b) Employees will be encouraged to receive and perform training and to pass on work skills and knowledge to each other to enhance consistency and overall warehouse performance.
- (c) Both parties agree to developing a highly skilled, motivated and flexible workforce through appropriate job related training to develop, improve and expand competencies and skills levels in the warehouse, whilst providing employees with opportunities for career growth and advancement.
- (d) Training participated in by the Company will be developed and consistent with the National Warehousing and Distribution Competency Standards.

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Training provisions in the current Award will be adhered to when developing Company specific programs.

(e) Both parties agree to work together to establish competency levels. To facilitate this process flexibility in the workplace is essential. Refer (2) above.

(f) Furthermore, it is mutually agreed that a consultative committee devise and monitor systems and procedures for the just and fair evaluation of competency levels, to be used in conjunction with the Company Performance Appraisal system.

(g) Employees selected/nominated for training should be those assessed as potentially capable of achieving the appropriate skill and competency level.

(h) Preference for training will be given to those employees who display acceptable levels of work performance within the following criteria:

- i. Work performance
- ii. Attendance
- iii. Experience
- iv. Teamwork

(i) Training will normally be on-site and undertaken during normal working hours and will be paid at normal rates of pay.

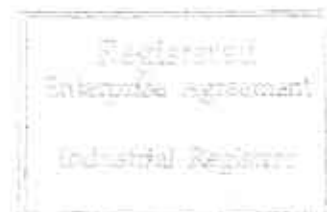
(j) If onsite training is required after hours, then by mutual agreement, employees may elect to be paid at normal rates of pay, or may elect to take time off in lieu, at a time convenient to both parties, provided that after hours training shall not extend beyond one hour in any week and such time shall be continuous with the employee's rostered ordinary hours.

(k) Offsite voluntary training undertaken by an employee on a course approved by the Company as having relevance to the development of skills and competencies required by the Company shall be taken outside normal working hours at the Company's expense. Payment for time spent at the course shall be at the ordinary rate of pay.

(l) Offsite voluntary training on a course not approved by the Company shall be at the employee's own expense. No payment shall be made for time spent at the course.

(m) Both parties agree to establish a Committee for the specific purpose of overseeing training during this and future agreements.

(n) The composition of the Committee will include:



- i. one Union delegate
- ii. one other Award covered employee elected by employees
- iii. one management member
- iv. the Company Training/Human Resources Manager/Operations Manager

22. GRIEVANCES/DISPUTE SETTLEMENT PROCEDURE

- 22.1. The object of the procedure for the settlement of industrial dispute shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 22.2. The parties to this Agreement shall observe the following settlement of industrial disputes procedure.
- 22.3. The procedure encourages:
- (a) The opportunity for the supervisor in the first instance to discuss with an employee any request or complaint.
 - (b) An orderly and just method of reviewing an issue on its merits.
 - (c) A means of resolving an issue without disruption to work and without prejudice to final settlement.
 - (d) It is agreed by all parties that the following guidelines will be observed:
 - (e) In the event that an employee(s) has a grievance then it is agreed that the employee(s) should attempt to resolve the grievance with their supervisor(s).
 - (f) If the issue has not been resolved, the matter will be referred to a senior management representative. The employee(s) may require their Union delegate be present at these meeting(s).
 - (g) If the dispute has not then been resolved, the Union delegate may request assistance from the Union. The matter shall then be discussed between a senior management representative of the Company and an appropriate officer of the Union.
 - (h) Except in the case of a bona fide safety issue, work should continue normally. Whilst the above procedure is being followed the parties shall continue to work in the same manner as existed prior to the dispute.
 - (i) In the event that the issue is still unresolved either party may seek the assistance of the New South Wales Industrial Relations Commission, whose decision shall, subject to any appeal, be final.

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- (j) The procedure outlined in subclause (2) hereof shall be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. The parties shall co-operate to ensure that these procedures are carried out expeditiously and shall endeavour to keep to the following time limits:

Procedure Described By	Time
Subclause (2) (a)	Within 24 hours (weekends & Holidays excepted)
Subclause (2) (b)	No later than two working days after (a)
Subclause (2) (c)	No later than two working days after (b)



SIGNATORIES

For and on behalf of the Union



Signature

13/03/03
Date

GREGORY JOHN DONNELLY
Name of Signatory

SECRETARY - TREASURER
Position of Signatory

For and on behalf of the Company



Signature

7. 3. 03
Date

TONY PANTILAS
Name of Signatory

REGIONAL MANAGER.
Position of Signatory



APPENDIX 1
COUNSELLING & DISCIPLINING EMPLOYEES POLICY & PROCEDURE

Objectives

To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly, fairly and consistently.

To encourage and improve employee work performance and conduct by ensuring that every consideration has been given to correcting unsatisfactory performance or conduct.

Definitions

Unsatisfactory work performance is failure to perform position responsibilities at an acceptable level of competence at work.

Unsatisfactory work habits include:

- (1) Excessive absenteeism and/or lateness
- (2) Unsafe work practices
- (3) Behaviour which leads to employee's own or other's job disruption

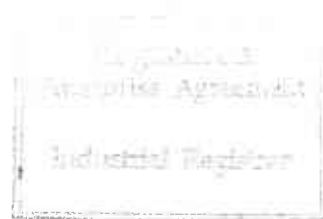
Unsatisfactory conduct is failure to observe Company policy and procedure including:

- (1) Smoking in prohibited areas
- (2) Wilfully making false statements
- (3) Clocking on or off another employee's card

Procedure

Apart from offences or misconduct incurring summary dismissal, this progressive counselling and disciplining procedure will be carried out in line with objectives:

- (1) Step 1 - Counselling (recorded)
- (2) Step 2 - Written warning
- (3) Step 3 - Final written warning
- (4) Step 4 - Termination



Step 1 Counselling

To help employees find solutions to problems, to correct deviations from., and to assist employees to conform with Company rules, regulations and policies, counselling should be used prior to imposing formal action.

The immediate Supervisor/Manager should:

Discuss the problem with the employee and identify possible solutions to the problem

Advise the employee of the standard of work performance or conduct expected.

Agree on specific action to be taken and set a date for review.

Indicate to the employee the consequence of continued lack of improvement or adherence.

Log the counselling session in a diary and note on employee file.

Step 2 Written Warning

If the counselling is not successful, the Supervisor/Manager should issue a written warning to the employee. In doing so he/she should:

Restate the offence or ineffective performance standards.

Restate the agreed corrective actions including the setting of a period for improvement.

Indicate to the employee the action now being taken (i.e. a written warning).

Warn the employee that further repetition of the offence or failure to improve may result in a final written warning leading to dismissal.

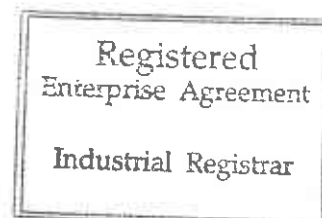
Issue the warning to the employee in the presence of the Department Manager/Supervisor and the Union Delegate.

Copies of the written warning will be kept by the relevant parties and a copy will be placed in the employee's file.

Step 3 Final Warning

At the completion of the period set for improvement, if the problem still exists, a final written warning will be given in the presence of the department manager/supervisor and union delegate. This warning should be discussed and approved by the general manager prior to issue.

The employee will be given time to conform with the required standards or be dismissed.



Copies of the final written warning signed by the parties will be kept by the relevant parties and a copy will be placed in the employee's file.

Step 4 Termination

If the employee continues to breach Company rules, regulations or policies and ignores previous warnings or has not achieved the required improvement in work performance or conduct, the employee is to be dismissed.

Once a decision has been made to dismiss an employee the Department Manager/Supervisor will inform the employee of the decision and the reasons in the presence of the Union Delegate, where applicable, and a representative of the Company Senior Management.

The decision to dismiss must be made in person or in writing to the employee

Expiration of Warnings

After a period of six months, a written warning shall expire and while it may still remain on an employee's work record, it may not be used as the basis for an employee's termination.

Responsibility

It is the responsibility of every Supervisor/Manager that subordinate staff are provided with a clear understanding of their individual responsibilities in relation to work performance and conduct. (See Policy and Procedure Good Conduct of Staff.)



APPENDIX 2
GOOD CONDUCT OF STAFF POLICY

General

At J. Blackwood & Son Limited we believe that the best working conditions prevail where the safety, security and productivity of employees are protected by the consideration employees demonstrate for themselves, their fellow employees and their employer.

To clarify the conduct code that J. Blackwood & Son Limited expects to be practised, a series of guidelines have been compiled for all employees to conform to.

Code or Rules

The following behaviour will not be tolerated:

To provoke, start or participate in fights involving physical contact.

To remove any property, goods or equipment, that is not a personal belonging from Company premises without authorisation.

To wilfully make false declarations on application forms for the purpose of securing employment.

To attend work in an intoxicated or drugged condition or to possess, bring or consume alcohol or illegal drugs anywhere on Company premises. In some circumstances the consumption of alcohol may be sanctioned by the Senior Company Management (e.g. Christmas party, etc).

To drive a Company owned vehicle whilst under the influence of alcohol/illegal drugs.

To perform wilful and malicious acts resultant in damage or destruction of Company or personal property.

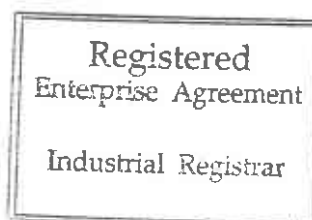
To accept a bribe or attempt to bribe a fellow employee, a Company supplier, a Public Officer, a Supervisor or Manager of the Company.

To smoke or carry lighted smoking materials in areas where smoking is prohibited.

To be convicted of a misdemeanour or other serious violation of the law which brings the Company into disrepute or affects the performance of the job.

To refuse to comply with reasonable orders of supervision.

To make threatening and/or obscene phone calls.



To take or consume food or drink in areas where foodstuffs are prohibited.

To wilfully and unreasonably disobey any safety policy or instruction, any Standard Operating Procedure or Company policy. To knowingly clock on or off another employee.

To make any statement or release information, in relation to Company affairs or products, whether written or oral without authorisation.

Non-Adherence to Policy

A violation of one of these codes will be subject to disciplinary action, which may result in termination of employment.

In circumstances involving apparent violation of the law, the advice and assistance of the Police shall be sought.

Responsibility

It will be the responsibility of all Supervisors and Managers to ensure that these guidelines are properly observed, as breaches can have a serious effect on the rights of fellow employees or on the company.

It will be the responsibility of employees to adhere to these guidelines and to respect the rights of fellow employees and the Company at all times.

