

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/233

TITLE: J Blackwood & Son Limited Smithfield Customer Service & Administration Enterprise Agreement 2003-2006

I.R.C. NO: IRC4/3176

DATE APPROVED/COMMENCEMENT: 21 June 2004

TERM: 28 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 September 2004

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of J Blackwood & Son Limited, trading as Blackwoods ("the Company"), who are employed within the Company's customer service or clerical administration operations, excluding the warehouse, at 13-15 Cooper Street Smithfield NSW 2164, and who fall within the coverage of the Clerical and Administrative Employees (State) Award

PARTIES: J Blackwood and Son Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

**J BLACKWOOD & SON LIMITED
SMITHFIELD CUSTOMER SERVICE & ADMINISTRATION
ENTERPRISE AGREEMENT 2003-2006**

1. Arrangement

1. Arrangement
2. Title
3. Anti-Discrimination
4. Organisations and Persons Bound
5. Relationship to Awards
6. Date and Period of Operation
7. Objectives of the Agreement
8. Classification & Wage Rate Structure
9. Wage Rate Increases
10. Operation of Performance Pay System
11. No Extra Claims
12. Terms of Engagement
13. Part-Time employment
14. Casual Employment
15. Hours of Work
16. Shift Work
17. Meal and Rest Breaks
18. Overtime
19. Hours Flexibility
20. Allowances
21. Finishing at Night
22. Uniforms
23. Public Holidays
24. Annual Leave
25. Sick Leave
26. Carer's Leave
27. Long Service Leave
28. Compassionate Leave
29. Jury Leave
30. Blood Donor Leave
31. Parental Leave
32. Superannuation
33. Workers Compensation
34. Occupational Health & Safety
35. Training and Development
36. Labour Flexibility
37. Termination of Employment
38. Redundancy
39. Dispute Prevention and Settlement
40. Obligations of the Company and Employees
41. Signatories to the Agreement

Appendix 1 - Wage Rate Structure

Appendix 2 - Key Performance Indicators & Scoring System

2. Title

This Agreement shall be known as the J Blackwood & Son Limited Smithfield Customer Service & Administration Enterprise Agreement 2003-2006.

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- 3.4 Nothing in this clause shall be taken to affect:
- (a) any conduct or act which is specifically exempted from anti discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Ant-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Organisations and Persons Bound

This agreement is binding on the following:

- 4.1 J Blackwood & Son Limited, trading as Blackwoods, (ABN 43 000 010 300) (hereafter referred to as the "Company");
- 4.2 Employees of J Blackwood & Son Limited who are employed within the Company's customer service or clerical administration operations, excluding the warehouse, whose employment falls within the classification structure in Clause 8, and who is located at 13-15 Cooper Street, Smithfield NSW 2164; and
- 4.3 The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (hereafter referred to as the "union").

5. Relationship to Awards

- 5.1 This Agreement shall be read and construed in conjunction with the NSW Clerical and Administrative Employees (State) Award.
- 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 It is the intention of the parties that this Enterprise Agreement shall rescind and replace the following award:
- J. Blackwood & Son Limited Clerical and Administrative Employees (State) Award 1997

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 1 October 2006.

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.

The benefits of the gains achieved will be shared with employees through a system of performance based pay as detailed in Clauses 9, 10 and Appendix 2. This system is constructed on a basis that provides both the company and employees with the maximum benefit when the maximum wage increase is achieved.

8. Classification & Wage Rate Structure

- 8.1 All employees who are employed by the Company in a Customer Service or Administration function, excluding the warehouse, at the Smithfield site shall be allocated to a specific grade in accordance with the classification descriptions outlined below.
- 8.2 All employees will be informed of the grade within which their position sits in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- 8.3 A Grade 1 position is described as follows:
- (a) The employee may work under direct supervision with regular checking of progress.
 - (b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (c) Usually, work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and despatch outgoing mail Collate and despatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files
Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

- 8.4 A Grade 2 position is described as follows:
- (a) The employee may work under routine supervision with intermittent checking.

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

Indicative tasks of a Grade 2 position are:

Unit	Element
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	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	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

8.5 A Grade 3 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 for the work of others and may be required to co-ordinate such work.
- (c) An employee at this grade applies knowledge with depth in some areas and a 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 3 position are:

Unit	Element
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence Handle sensitive inquiries with tact and discretion
Enterprise	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	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	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

8.6 A Grade 4 position is described as follows:

- (a) The employee 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.
- (b) 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.
- (c) 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.

Indicative tasks of a Grade 4 position are:

Unit	Element
Information Handling	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	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available <ul style="list-style-type: none"> • 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 A Grade 5 position is described as follows:

- (a) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

Unit	Element
Information Handling	<ul style="list-style-type: none"> • Implement new/improved system • Update incoming publications • Circulate publications • Identify information source(s) inside and outside the organisation
Communication	<ul style="list-style-type: none"> • Obtain data from external sources • Produce report • Identify need for documents and/or research
Enterprise	<ul style="list-style-type: none"> • Assist with the development of options for future strategies • Assist with planning to match future requirements with resource allocation
Technology	<ul style="list-style-type: none"> • Establish and maintain a small network • Identify document requirements • Determine presentation and format of document and produce it
Organisational	<ul style="list-style-type: none"> • Organise meetings • Plan and organise conference
Team	<ul style="list-style-type: none"> • Draft job vacancy advertisement • Assist in the selection of staff • Plan and allocate work for the team • Monitor team performance • Organise training for team
Business Financial	<ul style="list-style-type: none"> • Administer PAYE salary records • Process payment of wages and salaries • Prepare payroll data

8.8 Wage Rate Structure:

The rates of pay for these classifications are detailed in Appendix 1. These rates of pay will be increased in accordance with the provisions of Clause 9 - Wage Rate Increases.

8.9 Junior Wage Rates:

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

The percentage rates are:

Age	% of relevant adult rate
17 or under	55
18	65
19	75
20	85

9. Wage Rate Increases

9.1 Employee's engaged under this Agreement will receive pay increases as follows:

- (a) With effect from the first full pay period on or after 1 October 2003: 3%.
- (b) With effect from the first full pay period on or after 1 October 2004: a minimum of 2% plus a variable component of up to 1.5% based on performance, up to a maximum of 3.5%.
- (c) With effect from the first full pay period on or after 1 October 2005: a minimum of 2% plus a variable component of up to 1.5% based on performance, up to a maximum of 3.5%.
- (d) With effect from the first full pay period on or after 1 October 2006: a variable component based on performance, of up to 1.5%.
- (e) The fixed component, to be negotiated as part of the new enterprise agreement, will be effective from the first full pay period on or after 1 October 2006.
- (f) The variable components referred to in subclauses (b), (c) and (d) above, will be calculated in accordance with the formula set out in Appendix 2.

9.2 The new Agreement negotiated previous to the end of this Agreement will determine all other increases.

10. Operation of the Performance Pay System

The variable component of the wage increase in Clause 9 will be determined by each department's performance against the Key Performance Indicators and Scoring System as detailed in Appendix 2. The purpose of the benchmark and target is to assess the performance for each department against the previous 12 months and to promote ongoing performance improvement.

10.1 Benchmarks and Targets

Once established, the benchmark and the target values for each performance indicator will not be changed throughout each 12 month period, except under the following conditions:

- (a) Agreed errors in the calculation
- (b) Changes in policy, practices or business conditions
- (c) Any other reason agreed by the company and the majority of employees concerned.

Any adjustments made under this Clause will be made in consultation with employees to ensure that the opportunity for achieving the target performance is retained and the target neither reduced nor increased unfairly.

10.2 Should circumstances outside the control of the employees arise which affect the ability to reach the benchmarks or targets, the Company may, at its discretion, pay up to the maximum specified in Clause 9 - Wage Rate Increases.

10.3 Review:

At the end of each year the operation of the performance indicators will be reviewed and may be changed or varied, providing there is agreement between the Company and a majority of employees.

10.4 Second and Third Year Performance:

At the completion of each 12 month period, the Company and employees will meet to discuss and agree on the benchmark and targets applicable for the following 12 months.

10.5 Feedback on Performance:

The performance indicators will be monitored and reported to staff on a monthly basis, with quarterly updates reported to all employees on the progress of all departments.

11. No Extra Claims

The parties to this Agreement acknowledge that this Agreement is in full settlement of all matters between the parties, and that no extra claims for wages, relativities or classification structure may be pursued during the life of the Agreement.

12. Terms of Engagement

12.1 Employment shall be by the week for all full-time and part-time permanent employees and by the hour for casual employees.

12.2 The company shall specify in writing whether the engagement is on a fulltime, part-time or casual basis or shift work at the time of engagement.

12.3 Wages shall be paid fortnightly by electronic funds transfer to a nominated bank account.

12.4 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.

12.5 Employees may be transferred from one branch to another providing there is no unreasonable change in the daily travel arrangements, or by agreement of the employee concerned.

12.6 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.

13. Part-Time Employment

13.1 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 12 per week and 3 per day.
- (e) Overtime will be paid for all hours worked in excess of 38 per week consistent with the provisions of Clause 15 of this Agreement.

14. Casual Employment

- 14.1 Casual employment means employment on an hourly basis for any number of hours.
- 14.2 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 24 (Annual Leave) through to Clause 31 (Parental Leave), inclusive of this Agreement.
- 14.3 The ordinary hours of work, exclusive of meal breaks, shall be the same as those prescribed for full-time employees, except that the minimum hours of work per day shall be 4, unless otherwise agreed with the employee concerned.

15. Hours of Work

- 15.1 The weekly ordinary time hours may be rostered to provide more or less than 38 hours per week providing that ordinary hours of work shall not exceed an average of 38 per week over a 4 week cycle.
- 15.2 Ordinary hours may be rostered on any 5 days of the week, Monday to Friday, within the span of hours of 6.30 a.m. to 6.30 p.m. on Monday to Friday, unless otherwise agreed with the employee concerned.
- 15.3 The ordinary hours of work, other than for shiftwork, shall not exceed 8 per day except by mutual agreement, and in any case shall not exceed 10 per day.
- 15.4 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.
- 15.5 Employees, as at the approval of this enterprise agreement, who currently accrue hours in accordance with a Rostered Day Off (RDO) system, will be entitled to retain this system, unless a separate agreement is reached between the employee and the Company.

16. Shift Work

- 16.1 Definitions
 - (a) A "shift worker" means an employee whose ordinary hours of work are in accordance with the shifts defined in paragraphs (b) and (c) of this subclause.
 - (b) "Afternoon shift" means any shift finishing after 6.30 p.m. and at or before 12.00am midnight.
 - (c) "Night shift" means any shift starting at or after 11.00 p.m. and at or before 5.00 a.m. or finishing subsequent to 11.00 p.m. and at or before 6.30 a.m.
 - (d) "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. Such shifts shall attract the additional amounts prescribed by sub clause 16.7
- 16.2 An employee may be employed on afternoon or night shifts, in which case the ordinary hours shall be those provided in Clause 15.1 and 15.6 and shall not exceed 8 per shift or 10 by mutual agreement.
- 16.3 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 1 week's notice given by the company to the employee.

16.4 A shift worker shall be paid ordinary time rate plus the following additional percentage for the following shift when worked:

Afternoon shift	at the rate of 17 percent
Night shift	at the rate of 20 percent

16.5 At least 20 minutes shall be allowed to a shift worker for a meal during each shift before the expiration of 5 hours. Such meal break shall be paid as time worked.

16.6 Junior employees working shift work shall be paid the additional percentage of the Grade 1 adult rate.

16.7 A shift worker whose ordinary working period includes a Saturday, Sunday or public holiday as an ordinary working day shall be paid:

Saturday	time and one half
Sunday	time and three quarters
Public holiday	double time and one half

16.8 Overtime:

(a) All time worked by a shift worker in excess of the hours provided in subclause 16.2 of this clause shall be paid at the rate of time and one-half for the first two hours and double time thereafter. In computing overtime, each day shall stand alone.

(b) A shift worker required to work overtime in excess of one hour on any shift shall be paid a meal allowance of \$10.15. If overtime exceeds five hours on any shift a further meal allowance of the same amount shall be paid.

16.9 Restrictions on Shift Work:

(a) No employee under 18 years of age shall be employed on shift work.

(b) Employees under 21 years of age shall not be employed on the night shift, except employees not younger than 19 years of age whilst working on a training programme. The restriction on night shift shall not apply in these cases.

17. Meal and Rest Breaks

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

17.2 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.

17.3 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.

17.4 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.

17.5 Where the daily hours of work are 6 or less a paid tea break of 10 minutes will apply, with no unpaid meal break.

18. Overtime

- 18.1 All time worked by permanent and casual employees outside the ordinary hours of work prescribed by Clause 15, Hours of Work, of this Agreement, shall be paid at the overtime rates of time and one half for the first two hours and double time thereafter.

Overtime on Saturdays shall be paid at time and one half for the first two hours and double time thereafter.

- 18.2 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.

- 18.3 An employee who works overtime shall be paid a meal allowance of \$10.15 provided that:

- (a) the amount of overtime is at least 1.5 hours in excess of the normal ordinary time hours worked on that day; and
- (b) the overtime continues 5.5 hours beyond his / her normal finishing time.

- 18.5 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 14.

- 18.6 Permanent part-time employees shall be paid overtime on the same basis as full-time employees - i.e. in excess of an average of 38 hours per week, or outside the span of ordinary hours.

- 18.7 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 overtime rates.

- 18.8 An employee shall work a reasonable amount of overtime if so required by the company.

19. Hours Flexibility

By agreement with the company, an employee may take time off on a normal work day providing the equivalent hours are worked over the next fortnight and within the span of ordinary hours. Alternatively the time off may be treated as unpaid leave by mutual agreement.

20. Allowances

- 20.1 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 \$8.35 per week provided the qualification is maintained as required.

- 20.2 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 \$0.56 per kilometre for the distance travelled on company business.
- 20.3 If an increase to the Meal, First Aid or Travel Allowances is effective in the NSW Clerical and Administrative Employees (State) Award, then the allowances mentioned in subclauses 16.8(b), 18.3, 20.1 and 20.2(b) will be adjusted by the same amount.

21. Finishing at Night

When an employee, working overtime, finishes work at a time when the usual means of transport are not available, then the employer shall provide transport, or pay the employee at his / her ordinary rate for the time occupied in reaching home, or pay the employee any additional outlay incurred in reaching his / her home by reasonable means of transport.

22. Uniforms

Where an employee is required by the employer to wear a distinctive uniform, or protective clothing due to the nature of the work, the same shall be supplied by the employer, free of charge, to the employee. Such clothing shall remain the property of the employer and the current issue thereof shall be returned to the employer in the event of the termination of employment

23. Public Holidays

- 23.1 The days observed as Public Holidays under this Agreement are the days gazetted as a public holiday in NSW.
- 23.2 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 employer and employee. The additional holiday is not cumulative and must be taken within each calendar year.
- 23.3 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.
- 23.4 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.
- 23.5 When a public holiday falls during a period of annual or long service leave, for permanent employees the employee will be entitled to an additional day's paid leave to be taken at a mutually agreed time.
- 23.6 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 or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

24. Annual Leave

- 24.1 Annual leave entitlements shall be in accordance with the provisions of the *Annual Holidays Act 1944*.
- 24.2 The employer shall pay the employee a loading determined in accordance with this clause, which is payable in addition to the pay for the period of the holiday taken and is calculated at a rate of 17.5% and excludes any allowances, penalty rates, overtime or any other payments prescribed in this agreement.
- 24.3 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled to under the Act and this agreement, or where such a holiday is given and taken in separate periods then in relation to each such separate period.

- 24.4 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.
- 24.5 The loading for casual employees provided in Clause 15 includes the entitlement of N.S.W. employees to an annual leave loading of one-twelfth of their ordinary time rate of pay.
- 24.6 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.
- 24.7 In addition to the leave provided for in 24.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave; provided that if during the year of employment an employee has served for only a portion of it as a seven day shift worker, the additional leave shall be one day for every thirty six ordinary shifts worked as a seven day shift worker. In this subclause, reference to one week and one day shall include holidays and non-working days.

25. Sick Leave

- 25.1 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

- 25.2 Unused sick leave will accrue from year to year without limit, provided that the company is not required to pay more than 26 weeks' sick leave in any one year. Accrued sick leave will not be paid on termination of employment.
- 25.3 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. If no such certificate is provided, the absence will be considered unauthorised and recorded as unpaid leave.
- 25.4 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.
- 25.5 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.
- 25.6 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).

26. Carer's Leave

- 26.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-clause 26.3 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 25 together with any current Compassionate Leave entitlement provided for at Clause 28 of this Agreement, 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.
- 26.2 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.

26.3 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
 - (3) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (4) 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.

26.4 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.

26.5 The amount of carer's leave taken on each occasion shall be deducted from the employee's entitlements provided in Clause 25.1.

27. Long Service Leave

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

28. Compassionate Leave

28.1 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.

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

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

29. Jury Leave

29.1 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.

- 29.2 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.
- 29.3 An employee shall notify their manager as soon as possible of the date upon which they are required to attend for jury service.
- 29.4 Further, the employee shall provide proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

30. Blood Donor Leave

- 30.1 A permanent employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction in pay up to a maximum of 3 hours on each occasion and subject to a maximum of 4 separate absences for the purpose of donating blood each calendar year.
- 30.2 The employee shall arrange for his/her absence to be on a day suitable to their manager and be as close as possible to the beginning or ending of his/her rostered ordinary working hours.
- 30.3 The company may require the employee to provide satisfactory evidence of the employee's attendance at a recognised place for the purpose of donating blood and the duration of such attendance before payment is approved.

31. Parental Leave

Parental leave shall be provided in accordance with Chapter 2, Part 4 of the *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.

32. Superannuation

Superannuation Legislation

The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and S123 of the *Industrial Relations Act 1996* (NSW). This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.

Subject to the requirements of this legislation, superannuation contributions 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.

33. 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).

34. 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).

35. Training and Development

- 35.1 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.

- 35.2 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.
- 35.3 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.
- 35.4 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.

36. Labour Flexibility

- 36.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling may extend by agreement between an employer and an employee to allow the employee to perform any work in an enterprise within the scope of his / her skills and competence.
- 36.2 Discussion shall take place at the enterprise with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation of employees in additional training.
- 36.3 Notwithstanding the provisions of subclause 36.2 of this clause, employees shall perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions.
- 36.4 Employees shall perform such work as is reasonable and lawfully required of them by the employer, including accepting instruction from authorised personnel.
- 36.5 Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the agreement.
- 36.6 Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- 36.7 Employees shall not impose or continue to enforce existing demarcation barriers between the work covered by this agreement, provided that it is agreed that the work lies within the scope of the skill and competence of the employee concerned.
- 36.8 Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery, provided that the appropriate consultation in relation to the introduction of new technology has taken place.
- 36.9 Employees shall not impose any restrictions or limitations on the measurement and / or review of work methods or standard work times, provided that appropriate consultation between employer and employees has taken place.

37. Termination of Employment

- 37.1 The employment of an employee engaged under this Agreement may be terminated by the giving of one week's notice by either the Company or the employee, or at the discretion of the Company, by payment in lieu of this period, or by the forfeiture of one week's pay by the employee. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- 37.2 An employee with more than two months service on leaving or being discharged shall, upon request, be given a reference or certificate of service in writing. Such reference or certificate of service shall at least contain information as to the length and nature of the employment of the employee. It shall be the property of the employee and shall be returned to him/her unnoted by a subsequent employer within seven days of the engagement.

38. Redundancy

38.1 Application:

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, trainees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

38.2 Introduction of Change:

- (a) Employer's duty to notify:
 - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

- (b) Employer's duty to discuss change:
 - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
 - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
 - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

38.3 Redundancy:

- (a) Discussions before terminations:
 - (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause 38.2 above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

38.4 Termination of Employment:

(a) Notice for Changes in Production, Programme, Organisation or Structure:

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 38.2 (a) (1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice for Technological Change:

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause 38.2 (a) (1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period:

- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during notice period:

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Statement of employment:

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Separation Certificate:

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(h) Transfer to lower paid duties:

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

38.5 Severance Pay:

- (a) Where the employment of an employee is to be terminated pursuant to subclause 38.4 above, the affected employee will be provided with severance pay as detailed in the following table:

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

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

- 38.6 Except in cases of summary dismissal by the company, if an employee's employment is terminated by either party during the relevant notice period:
- (a) the employee shall not lose any benefits applicable under this clause; and
 - (b) the employee shall not be entitled to payment for any unworked period of notice if the employment is terminated by the employee.

39. Dispute Prevention and Resolution

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

- 39.1 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.
- 39.2 If the matter is unresolved it shall be referred to the Regional Manager for further discussion, or reference to other senior management.
- 39.3 Reasonable time limits must be allowed for each stage of discussion.
- 39.4 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*.
- 39.5 The employee may seek representation from an Industrial Organisation for Employees and the employer may seek representation from an Industrial Organisation for Employers, after step 39.1 has been completed.
- 39.6 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.
- 39.7 Providing the formal grievance procedure is followed, certain meetings may be paid for, such as where employees are to hear a report back from the union, relating to "domestic" issues already under discussion, up to a maximum of 5 hours per person per annum (non-accumulative). Further meetings may be paid at the discretion of the company.

40. 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:

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

41. Signatories to the Agreement

Signed for on behalf of J Blackwood & Son Limited.

Signed: _____ Date: 6/5/04

Witnessed by: _____ Date: 6/5/04

Signed for on behalf of the employees of J Blackwood & Son Limited & as a member of the Smithfield Customer Service & Administration Negotiation Team (consultative committee)

Signed: _____ Date: _____

Witnessed by: _____ Date: _____

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

Signed: _____ Date: 17/5/04

Witnessed by: _____ Date: 17/5/04

APPENDIX 1 - WAGE RATE STRUCTURE

Grade	WEF FFPP 01/10/2003 (includes 3%)	WEF FFPP 01/10/2004	WEF FFPP 01/10/2005
Grade 1	\$ 30,586		
Grade 2	\$ 32,106		
Grade 3	\$ 32,955		
Grade 4	\$ 35,490		
Grade 5	\$ 39,174		

WEF FFPP - With Effect From First Full Pay Period

APPENDIX 2 - KEY PERFORMANCE INDICATORS AND SCORING SYSTEM

The performance of all employees covered by this Agreement will be measured in light of the criteria outlined in the table below. The benchmarks will be reviewed by the parties on an annual basis on the anniversary of the commencement of the Agreement. Where significant change affects the validity of these benchmarks, the parties will meet to agree on any necessary adjustment. Where agreement cannot be reached the Company's decision is final.

KEY PERFORMANCE INDICATORS

Department	Key Performance Indicator	2003/2004 benchmark	2003/2004 target	2004/2005 benchmark	2004/2005 target	2005/2006 benchmark	2005/2006 target
Customer Service Centre	Abandoned Call Rate (ACR)	5%	<4.7%				
Purchasing	Backorders to sales	4%	<3%				
Accounts Receivable	Days Sales Outstanding (DSO)	48	47				
Credit Claims	Credit pickups processed	95%	97%				
National Contracts	Expired contracts & major tenders prepared for presentation by nominated due date	95%	98%				
Accounts Payable	Reduce 90/120 days to 60 days	70%	80%				
Mailroom	Incoming daily mail to be delivered by 10.30am	90%	95%				
Group Maintenance	Maintenance completed by cost effective date	95%	98%				

SCORING SYSTEM

Each department shall then be scored, as follows:

Performance Score Table

Result	Score
< benchmark	0
= benchmark	2
= target	3

If the benchmark is reached the department receives 2 points. However if the target is reached or surpassed, then the department receives 3 points (2 points for achieving benchmark and extra 1 point for meeting target totalling 3 points).

The performance score is the result of the performance of all the departments (as a collective group) compared to the benchmarks and targets as per the Key Performance Indicator Table.

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

Overall Performance Score and Related % Increase

Total Score	Increase Payable
<8	0
8 to 11	0.75%
12 to 15	1.00%
16 to 19	1.25%
20 +	1.50%