

REGISTER OF

ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/216

TITLE: Bakers Construction + Industrial Enterprise Agreement

I.R.C. NO: IRC4/219

DATE APPROVED/COMMENCEMENT: 25 February 2004/1 October 2003

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA97/37, EA98/36 and EA00/43

GAZETTAL REFERENCE: 7 August 2004

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of J. Blackwood & Son Limited, trading as Bakers Construction + Industrial, 3-9 Forge Street, Blacktown, NSW who are classified as clerks, telephone sales clerks engaged to work in both the sales office and the warehouse and who fall within the coverage of the Clerical and Administrative Employees (State) Award

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

BAKERS CONSTRUCTION + INDUSTRIAL ENTERPRISE AGREEMENT - ENTERPRISE AGREEMENT

BETWEEN

BAKERS CONSTRUCTION + INDUSTRIAL

AND

NEW SOUTH WALES LOCAL GOVERNMENT, CLERICAL,
ADMINISTRATIVE, ENERGY, AIRLINE AND UTILITIES UNION

Filed with the Industrial Registrar on: 19/1/200

AN ENTERPRISE AGREEMENT made this 25 February 2004, in pursuance of the provisions of the *Industrial Relations Act* 1996 of New South Wales between Bakers Construction + Industrial and staff employed under award conditions at the Blacktown site.

BAKERS CONSTRUCTION - INDUSTRIAL ENTERPRISE AGREEMENT

1. Title of Agreement

This Agreement shall be known as the Bakers Construction + Industrial Enterprise Agreement.

2. Arrangement

1. Title of agreement
2. Arrangement
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3. Incidence and Parties Bound

This Enterprise Agreement is made pursuant to Part 2 of the *New South Wales Industrial Relations Act*, 1996, entered into on 25/02/2003 between J.Blackwood & Son Limited, trading as Bakers Construction + Industrial at 3-9 Forge Street, Blacktown, NSW, 2148, and employees classified as clerks, telephone sales clerks engaged to work in both the sales office and the warehouse.

4. Term of Agreement

This Agreement shall take effect from the first full pay period to commence on or after the date of signing and shall remain in force for a period of twelve (12) months.

5. Relationship to Parent Award

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

Clerical and Administrative Employees (State) Award.

- provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

6. Duress

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

7. Purpose of Agreement

The purpose of this Agreement is:

- (i) To improve communication between all employees at Bakers Construction + Industrial in an endeavour to increase morale with a view to eliminating the "them" and "us" syndrome, therefore creating a more united workplace and a more efficient workforce.
- (ii) To increase productivity and efficiency by developing an environment based on "team" cultures assisted by the implementation of the Quality Assurance Program.
- (iii) To foster the involvement of all staff and to provide training, input, commitment and "ownership" of ones' tasks to improve the performance of the company.
- (iv) To continue with the ongoing programme of maintaining an efficient workplace for the storing, sales and distribution of company product as required by customers and to remunerate employees who contribute to the efficiency.

These objectives would be best achieved by the continuation of the established Consultative Committee and the development of workplace based action teams with the aim of identifying any problem areas and improving productivity.

Matters for review by the Consultative Committee will include:

Employee absenteeism (paid and unpaid)

Work practices;

'Doing the job right the first time'

Giving maximum job commitment;

Total commitment to quality;

Identification of the needs for developing customer satisfaction, eg. measure of customer complaints, reduction in credit/returns;

Consideration of a financial performance indication system. eg. sales per employee, net profit to sales, expenses to sales, etc. Company to provide details of how such a system may be evolved and implemented.

Review of current wage system which is based on years of service to that of a skills based system for all personnel.

One set of conditions of employment to cover all employees on site;

Availability of appropriate training for employees to assist career path opportunities.

Review flexible working hour principles.

All matters under review should be completed and findings reported within twelve (12) months.

8. Ordinary Hours of Work

8.1

- (i) Current employees: The ordinary hours of work will be 37 hours 10 minutes (or 37 hours 50 minutes for an "Existing Employee" as defined in clause 9.1 hereafter) each week Monday to Friday, exclusive of meal breaks and with the daily spread of hours being set by the company between the hours of:

6.30 am and 6.30 pm for those employees covered by the Clerical and Administrative Employees (State) Award.

A minimum of twelve (12) weeks notice (or less by mutual agreement between the company and the employee) will be required to be given by the company to an employee if there is a need to change such employee's daily hours.

- (ii) New employees: Employees engaged on or after the date of acceptance of this agreement will work a 38 ordinary hour week Monday to Friday, exclusive of meal breaks and with the daily spread of hours being set by the company between the hours of:

6.30 am and 6.30 pm for those employees covered by the Clerical and Administrative Employees (State) Award.

A minimum of seven (7) days notice (or less by mutual agreement between the company and the employee) will be required to be given by the company to an employee if there is a need to change such employee's daily hours.

- 8.2 Early morning shift means any shift commencing at or after 4.00am and/or before 6.00 am (or 6.30 am in the case of clerical members of staff)

- 8.3 Afternoon shift means any shift finishing after 6.00 pm (or 6.30 pm in the case of clerical members of the staff) and at or before midnight.

(Employees currently engaged on permanent afternoon shift and in receipt of the appropriate shift loading will continue to be paid such loading as provided for in the appropriate award whilst continuing in their employment of shift work. Changes to these shifts for these employees will be by mutual agreement).

9. Wage Adjustments and Rates

- 9.1 An employee considered to be an "Existing Employee" as determined in clause 3 "Rostered Days Off" of the Memorandum of Understanding between the Company and the New South Wales Local Government, Clerical, Administrative, Energy, Airline and Utilities Union (NSW Branch) and endorsed as a result of negotiations before the then Industrial Commission of NSW in Matter No's 410 and 1315 of 1991, shall have the option of electing to change their hours of work to forgo their current RDO working arrangement and as compensation, receive a premium increase equivalent to 1½% of their current rate as compensation for such forfeiture at a time mutually agreed to by the parties.

- 9.2 Notwithstanding subclause 9.1 herein, all employees will be granted a wage increase, based on the employees respective current rate of pay and paid following the signing of this Agreement. The increase will be:-

3% for those employees covered by the Clerical and Administrative Employees (State) Award.

10. Multi-Skilling

It is agreed that the program for the multi-skilling of duties will continue to be reviewed with the object of freeing up job demarcation between employees at the Blacktown warehouse. Furthermore, all employees part to this Agreement agree to work in any part of the enterprise, provided the employee is competent and the work can be performed with safety. Appropriate employee training will be provided where necessary.

11. Overtime

Subject to the standard company procedures for payroll compilation, all staff party to this Agreement will, for overtime worked, be paid for actual time worked.

12. Probationary Period

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

Accordingly, it is agreed that the first three (3) months of employment from the date of commencement, 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. The counselling procedure as set out in clause 13 hereafter will be adopted if necessary for the purposes of this clause.

13. Counselling Procedure

- 13.1 A formal counselling process will apply to matters such as habitually poor time-keeping, unacceptable absenteeism, continuing errors made after training period completed, mischievous or malicious communication to customers. 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 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 a period of twelve (12) months unless otherwise agreed between the parties involved.
- 13.2 In the case of insubordination, this will be handled at two levels of management, eg. the Manager or Supervisor involved together with the employee's immediate superior and the same two step counselling and warning procedure will be followed.
- 13.3 In all cases where an employee refuses to perform the duties for which such employee was employed, other than on substantiated safety grounds, or for that matter, refuses any lawful command, employment may be terminated.
- 13.4 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, eg. theft, assault, property damage, drug taking whilst at work, breaking and entering into any of the Company's premises, tampering with any installed security device or system, passing confidential information to our competitors etc.

14. Grievance/Dispute Procedure

- 14.1 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.
- 14.2 Management always stands ready to discuss matters that concern employees.
- 14.3 When a problem, concern or grievance arises, the Departmental Supervisor is the first contact. The Supervisor is best placed to understand the employee's problems.

- 14.4 It is supervision's and management's obligation to reply to all matters raised by employees, either with an answer or to advise that more time is required.
- 14.5 '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.
- 14.6 At any stage, depending upon the seriousness of the matter, management may call 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.
- 14.7 Provided the formal grievance procedure is followed, then the existing agreement for paid union meetings will be honoured.
- 14.8 Certain other meetings may be paid for, eg. where employees are to hear a report back from the Union, depending upon circumstances and relating only to 'domestic' issues already under discussion.
- 14.9 While any grievance or disagreement is being discussed as above, all employees should remain on the job i.e. work should continue normally.
- 14.10 If employees decide to hold a stop work meeting on their own, then they will not be paid for the time lost.
- 14.11 It is recognised that all parties have the common interest, "to satisfy the customer at all time".

15. No Extra Claims

The parties to this agreement acknowledge that there shall be no further claims for wage increases or any further claims during the term of this agreement.

16. Redundancy

In the unlikely event of positional redundancy, employee entitlements, including any applicable severance, would be calculated in accordance with the Wesfarmers Industrial & Safety Redundancy Policy which may change from time to time. At no time will the administration of the WIS Redundancy policy result in conditions of disadvantage against that prescribed by the applicable award(s).

17. Anti-Discrimination

See Clause 2 - Clerical and Administrative Employees (State) Award.

18. Date of Registration

This Enterprise Agreement shall take effect from the first pay period to commence on or after 1st October 2003.

Employees covered by this Agreement at the date of the signing of the agreement will be paid the appropriate increase in accordance with clause 9.2, on and from 1st October 2003 or the date of commencement of employment, whichever is the later.

19. Signatories to Agreement

Signed for an on behalf of Bakers Construction + Industrial

Signed

(Manager)

Witnessed by:

(Secretary)

26 / 11 / 03

(Date)

Signed for an on behalf of the employees of Bakers Construction + Industrial by the New South Wales Local Government, Clerical, Administrative, Energy and Utilities Union (NSW Branch)

_____	25 / 11 / 03
(Name)	(Date)
_____	25 / 11 / 03
(Name)	(Date)