

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/67

TITLE: Bakers Construction and Industrial (Warehouse) Enterprise Agreement - 2003

I.R.C. NO: IRC4/2032

DATE APPROVED/COMMENCEMENT: 27 April 2004 / 1 October 2003

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/216.

GAZETTAL REFERENCE: 25 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 2

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of J. Blackwood & Son Limited, trading as Bakers Construction + Industrial, located at 3-9 Forge Street, Blacktown, NSW who are classified as storepersons, front counter and telephone sales persons engaged in both the sales office and warehouse departments, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: J Blackwood & Son Limited trading as Bakers Construction - Industrial -&- the National Union of Workers, New South Wales Branch

BAKERS CONSTRUCTION AND INDUSTRIAL (WAREHOUSE) ENTERPRISE AGREEMENT 2003

1. Title of Agreement

This Agreement shall be known as the Bakers Construction + Industrial (Warehouse) Enterprise Agreement - 2003.

2. Arrangement

1. Title of agreement
2. Arrangement
3. Incidence and parties bound
4. Term of agreement
5. Relationship to parent award and agreement
6. Duress
7. Purpose of agreement
8. Wage Adjustments and Rates of Pay
9. Frequency of Payment of Wages
10. No extra claims
11. Operative date
12. Redundancy
13. Signatories to agreement

3. Incidence and Parties Bound

This Agreement shall be binding upon:

- (i) J Blackwood & Son Limited, trading as Bakers Construction + Industrial, 3-9 Forge Street, Blacktown 2148;
- (ii) The National Union of Workers (NSW Branch); and
- (iii) Employees of J Blackwood & Son Limited trading as Bakers Construction + Industrial classified as storepersons, front counter and telephone sales persons engaged in both the sales office and warehouse departments, whether members of the union or not.

4. Term of Agreement

This Agreement shall remain in force for a nominal term until 30th September 2004.

5. Relationship to Parent Award

It has been determined by the parties to this Enterprise Agreement that it should be read and interpreted wholly in conjunction with the Store & Packers, General (State) Award; provided that to the extent of any inconsistency, the terms of this Agreement shall prevail.

6. Duress

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

7. Purpose of Agreement

The purposes of this Agreement is to continue to pursue the aims and to be identical to those stated in:

- A. E. Baker Enterprise Agreement No 1 (Registered No EA 96/95); and
- A. E. Baker (Warehouse) Enterprise Agreement 1997 (IRC 3413 of 1997)
- A. E. Baker (Warehouse) Enterprise Agreement 1998 (IRC 5976 of 1998)

A. E. Baker (Warehouse) Enterprise Agreement 1999 (IRC 558 of 2000)
A. E. Baker (Warehouse) Enterprise Agreement 2000 (IRC 3131 of 2001)
A. E. Baker (Warehouse) Enterprise Agreement 2001 (IRC 515 of 2002)

8. Wage Adjustments and Rates of Pay

All storepersons, front counter and telephone sales employees will be granted a wage increase of 3.0% on their actual rate of pay as at 1st October 2003.

9. Frequency of Payment of Wages

The parties agree to maintain payment of wages on a fortnightly basis.

10. No Extra Claims

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

11. Operative Date

This Agreement shall be operative from the date of approval by the Industrial Relations Commission of NSW (Insert Date of Approval)

The appropriate wage adjustment shall be paid from 1st October 2003 in accordance with the terms of clause 8 herein.

The parties undertake to arrange further enterprise agreement discussions on or before 30th September 2004.

12. 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).

13. Signatories to Agreement

Signed for and on behalf of Bakers Construction + Industrial

(MANAGER)

(DATE)

(WITNESS)

(DATE)

Signed for and on behalf of the National Union of Workers (NSW Branch)

(SECRETARY)

(DATE)

(WITNESS)

(DATE)