

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/272

TITLE: A.E. Baker (Warehouse) Enterprise Agreement 2001

I.R.C. NO: IRC02/514

DATE APPROVED/COMMENCEMENT: 6 March 2002

TERM: 30 September 2002

NEW AGREEMENT OR VARIATION: Replaces EA01/193

GAZETTAL REFERENCE: 13 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees of J. Blackwood & Son trading as A.E. Baker & Co. classified as storepersons, front counter and telephone sales persons engaged in both the sales office and warehouse departments, whether members of the National Union of Workers, New South Wales Branch, or not.

PARTIES: A.E. Baker & Co. -&- National Union of Workers, New South Wales Branch



- ENTERPRISE AGREEMENT -

BETWEEN

AE BAKER & CO.

AND

NATIONAL UNION OF WORKERS [NSW BRANCH]

1. TITLE OF AGREEMENT

This Agreement shall be known as the **A E Baker (Warehouse) Enterprise Agreement- 2001.**

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 Adjustment and Rates of Pay
9. Frequency of Payment of Wages
10. No extra claims
11. Operative date
12. Signatories to agreement



3. INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon:

- (i) J Blackwood & Son Limited, trading as A E Baker & Co, 3-9 Forge Street Blacktown 2148;
- (ii) The National Union of Workers (NSW Branch); and
- (iii) Employees of J Blackwood & Son Limited trading as A E Baker & Co 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 30 September 2002.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that it shall be read and interpreted wholly in conjunction with the *Storemen & 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)

8. WAGE ADJUSTMENTS AND RATES OF PAY

All storepersons, front counter and telephone sales employees will be granted a wage increase of 2.5% on their actual rate of pay as at 1 October 2001.

There will be an additional 0.5% payable on a collective basis on the ordinary rate of pay from 1 April 2002 if demonstrable improvements against the target Key Performance Indicators (KPIs) are achieved in the period between 1 January 2002 and 31 March 2002 (see Appendix 1).

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]. 1/10/02

^{6/3/02} The appropriate wage adjustment shall be paid from 1 October 2001 in accordance with the terms of clause 8 herein.

The parties undertake to arrange further enterprise agreement discussions on or before 30 September 2002.

12. SIGNATORIES TO AGREEMENT

Signed for and on behalf of A E Baker & Co

John C McEwen
[POSITION: MANAGER]

3/12/2001
[DATE]

[Signature]
[WITNESS]

3/12/2001
[DATE]

Signed for and on behalf of the National Union of Workers [NSW Branch]

Derrick Belan
[SECRETARY]

13-12-01
[DATE]

[Signature]
[WITNESS]

13.12.01
[DATE]

APPENDIX 1

The parties have undertaken to form a committee with equal representation from management and employees, a minimum of three from each, to develop and implement KPIs by 1 January 2002. These KPIs must be developed by consent, be achievable and realistic and will be reviewed during the life of the agreement.

If factors beyond the employees control prevent the achievement of the KPIs then the payment will be made in good faith.



NOTICE OF TERMINATION OF AN ENTERPRISE AGREEMENT BY APPROVAL OF THE PARTIES PURSUANT TO SECTION (44)2 OF THE INDUSTRIAL RELATIONS ACT, 1996.

Notice is hereby given by the parties of their approval for the termination of the **A.E. BAKER (WAREHOUSE) ENTERPRISE AGREEMENT 2000** in IRC NO. 3131 OF 2001 which was approved on **21 May 2001**.

The Agreement will be succeeded by a new enterprise agreement titled the **A.E. BAKER (WAREHOUSE) ENTERPRISE AGREEMENT 2001**.

Signed by the parties:



John McEwen
Manager
A.E. Baker and Co.

PP



Derrick Belan
Secretary
National Union of Workers (NSW Branch)

5.02.02

Date

8.02.02

Date

Replaced by EA 02/2726/3/02.

CITIS ✓

Register ✓

