

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/121

TITLE: Bakers Construction + Industrial Blacktown (Warehouse & Customer Service) Enterprise Agreement 2004-2005

I.R.C. NO: IRC5/107

DATE APPROVED/COMMENCEMENT: 27 January 2005 / 27 January 2005

TERM: 9

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

GAZETTAL REFERENCE: 27 May 2005

DATE TERMINATED:

NUMBER OF PAGES: 3

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of J. Blackwood & Son Limited, trading as Bakers Construction + Industrial, located 3-9 Forge Street, Blacktown, NSW engaged in both the sales office and warehouse departments, and classified as Storeperson, Front Counter or Telephone Sales, 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 + INDUSTRIAL BLACKTOWN (WAREHOUSE & CUSTOMER SERVICE) ENTERPRISE AGREEMENT 2004-2005

1. Title of Agreement

This Agreement shall be known as the Bakers Construction + Industrial Blacktown (Warehouse & Customer Service) Enterprise Agreement 2004-2005.

2. Arrangement

Clause No.	Subject Matter
1.	Title of Agreement
2.	Arrangement
3.	Parties to the Agreement
4.	Date and Period of Operation
5.	Relationship to Parent Award
6.	Duress
7.	Purpose of the Agreement
8.	Wage Adjustments & Rates of Pay
9.	Frequency of Payment of Wages
10.	No Extra Claims
11.	Review of the Agreement
12.	Redundancy
13.	Signatories to the Agreement

Appendix 1 - Wage Rate Structure

3. Parties to the Agreement

This Agreement shall be binding upon:

- 3.1 J Blackwood & Son Limited, trading as Bakers Construction + Industrial, 3-9 Forge Street, Blacktown NSW 2148 (hereafter referred to as "the Company");
- 3.2 National Union of Workers (NSW Branch) ; and
- 3.3 Employees of J Blackwood & Son Limited, trading as Bakers Construction + Industrial, engaged in both the sales office and warehouse departments, and classified as Storeperson, Front Counter or Telephone Sales.

4. 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 30 September 2005.

5. Relationship to Parent Award

- 5.1 This Agreement shall be read and construed in conjunction with the Storeman and Packers, General (State) Award.
- 5.2 Where there is any inconsistency between the abovementioned award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

6. Duress

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

7. Purpose of the Agreement

The purpose 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).

8. Wage Adjustments & Rates of Pay

8.1 The rates of pay for the classifications of Storeperson, Front Counter and Telephone Sales are detailed in Appendix 1.

8.2 All employees engaged under this Agreement will be granted a wage increase, based on the employee’s respective current rate of pay and paid upon the signing of this Agreement. The increase will be payable as follows:

- (a) With effect from the first full pay period on or after 1 October 2004: 3%

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. Review of the Agreement

The parties to this Agreement undertake to commence discussions regarding a new Agreement no later than 12 weeks prior to the nominal expiry date specified in Clause 4.

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.

13. Signatories to the Agreement

Signed for on behalf of Bakers Construction + Industrial

Signed: _____ Date: _____

Witnessed by: _____ Date: _____

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

Signed: _____ Date: _____

Witnessed by: _____ Date: _____

APPENDIX 1

WAGE RATE STRUCTURE

CLASSIFICATION	WEF FFPP 01/10/2004 (incl. 3%)	
Level 1 - General Warehouse & Front Counter		
Adult	1st year	\$32,880.52
	2nd year	\$33,333.99
	3rd year	\$33,781.39
	4th year	\$34,207.83
Junior	17 yrs	\$18,084.23
	18 yrs	\$22,194.71
	19 yrs	\$26,304.63
	20 yrs	\$30,414.56
Level 2 - General Warehouse & Front Counter (with forklift licence)		
Adult	1st year	\$33,550.79
	2nd year	\$33,998.20
	3rd year	\$34,466.56
	4th year	\$34,912.86
Junior	17 yrs	\$18,452.74
	18 yrs	\$22,646.52
	19 yrs	\$26,840.85
	20 yrs	\$31,034.64
Level 3 - Telephone Sales		
Adult	1st year	\$34,466.56
	2nd year	\$35,269.24
	3rd year	\$36,058.68
	4th year	\$36,833.77
Junior	17 yrs	\$18,956.97
	18 yrs	\$23,264.94
	19 yrs	\$27,572.92
	20 yrs	\$31,880.89

WEF FFPP - With Effect From First Full Pay Period