

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA97/181

TITLE: A E Baker & Co Cardiff Enterprise Agreement

I.R.C. NO: 97/5316

DATE APPROVED/COMMENCEMENT: 9 October 1997 and commenced from the first pay period on or after 9 October 1997

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

**COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Storepersons and Clerical employees**

**PARTIES: A E Baker & Co -&- Peter Bialek, Peter Kibble, Len Robson, Anthony Sullivan,
Christine Williamson**

ANNEXURE "A"



1. TITLE OF AGREEMENT

This Agreement shall be known as the A.E. Baker & Co - Cardiff Enterprise Agreement, 1997.

2. CLAUSE INDEX

1. Title of Agreement
2. Clause Index
3. Application of Agreement
4. Relationship to Parent Awards
5. Term of Agreement
6. No Extra Claims
7. Purpose of the Agreement
8. Productivity and Efficiency Issues
9. Consultative Committee
10. Wage Adjustments
11. Grievance/Dispute Settlement Procedure
12. Signatories to Agreement

3. APPLICATION OF AGREEMENT

This agreement shall apply to:

- (i) A.E. Baker & Co. at 4 Pavillion Place, Cardiff NSW 2285
- (ii) Employees employed by the company in (i) above who are engaged as storepersons under the Storemen & Packers General (State) Award; and clerical employees engaged under the Clerical and Administrative Employees (State) Award.

4. RELATIONSHIP TO PARENT AWARDS

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

1. Clerical and Administrative Employees (State) Award
2. Storemen and Packers, General (State) Award

Provided that where there is any inconsistency between the award in 1. and 2. above and this Agreement, this Agreement shall prevail to the extent of the inconsistency.



5. TERM OF AGREEMENT

This Agreement shall come into operation from the first full pay period to commence on or after the date of ratification and shall remain in force for a period of 12 months.

6. NO EXTRA CLAIMS

There shall be no further claims for wage increases during the term of this agreement other than those required to be paid under State Wage Case Principles.

7. PURPOSE OF THE AGREEMENT

It is recognised by the parties to this agreement that part of the enterprise bargaining process involves the issue of productivity gains which is central to the rationale of wage increases.

8. PRODUCTIVITY AND EFFICIENCY ISSUES

(i) Back Orders

Historically, on average there has existed 170 active items on back order. The objective is to ensure that back orders are no higher than 120.

(ii) Credit Notes

Currently, credit notes run at 6% as a percentage of the number of invoices. The objective is to ensure that credit notes are no higher than 4% of branch total invoices.

(iii) Stock

The following table represents the current position in respect to lines of stock:

A	94.8
B	90.06
C	85.69

The target is to achieve the following position in respect of lines of stock:

A	96%
B	94%

C 85%

All parties will be part of a team which focuses on the monitoring of the A, B and C strategic lines.

(iv) Gross Profit

- (a) It is the aim of the parties to increase current overall gross profit from 31.25% to 32%.
- (b) It is the aim of the parties to increase the current gross profit margin in the steel and metals section from 15.8% to 18.5%

(v) Sales Growth

From 1 July 1997, the company is aiming for a 6.5% increase in current sales growth over 1996/1997 anticipated sales.

(vi) Quality Assurance

The parties recognise the importance of maintaining quality assurance standards, ie. maintaining certification to AS/NZS 9002 during the period of the Agreement.

To assist employees with this process, every employee is expected to gain an additional jobs skill through training. Each job function must be able to be performed by a staff member other than a person directly responsible for performing that task.

(vii) Sales Per Person

Sales per person per annum is currently running at \$346,000 for the 6 months' ending 31 December, 1996. The 1996/97 budget is set at \$378,000. For the purposes of this Agreement, the branch target for 1997/98 is set for an improvement over \$421,000.

(viii) Debtors

Debtors days are currently running at 52 days. The benchmark for this Agreement is 49 days.

9. CONSULTATIVE COMMITTEE

A consultative committee will be formed to address and monitor the progress of issues during the life of the Agreement.





10. WAGE ADJUSTMENTS

The following wage increases shall apply to all employees in the classifications covered by the following awards:

- (a) Storeman and Packers General (State) Award
- (b) Clerical and Administrative Employees (State) Award

On and from the first full pay period to commence on or after 1 July, 1997 rates of pay shall be increased by 4%.

11. GRIEVANCE/DISPUTE SETTLEMENT PROCEDURE

- (i) Any dispute arising out of employment shall be referred by the shop steward to the company representative appointed for this purpose.
- (ii) Failing settlement at this level between the company and the shop steward on the job, the shop steward shall refer the dispute within 24 hours to the union organiser who will take the matter up with the company. All efforts shall be made by the company and the union organiser to settle the matter but failing settlement the union organiser shall refer the dispute to its employer association and the union secretary shall take the matter up with the employer association.
- (iii) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (iv) At any time either party shall have the right to notify the dispute to the Industrial Registrar.



12. SIGNATORIES TO AGREEMENT

SIGNED FOR AND ON BEHALF OF
A.E. BAKER & CO

SIGNED..... *[Signature]*

DATE: 9.9.97

SIGNED BY THE EMPLOYEES

1. Peter Bialek

[Signature]
Signature

9.9.97
Date

2. Peter Kibble

[Signature]
Signature

9-9-97
Date

3. Christine Williamson

[Signature]
Signature

9.9.97
Date

4. Anthony Sullivan

[Signature]
Signature

9.9.97
Date

5. Len Robson

[Signature]
Signature

9-9-97
Date