

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/47

I.R.C. NO: 97/558

DATE APPROVED/COMMENCEMENT: 27 February 1997

TERM: 1 year

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

**TITLE: The Gordon and Gotch Limited (Belmore) Enterprise Bargaining Agreement
1996**

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Clerks Grade 1, 2, 3, 4 & 5**

**PARTIES: Gordon and Gotch Ltd -&- Federated Clerks' Union of Australia, New South
Wales Branch.**

Enterprise Bargaining Agreement

between

Gordon and Gotch Limited

and



the Federated Clerks Union of Australia

N.S.W. Branch

to establish

The GORDON and GOTCH LIMITED(BELMORE)

ENTERPRISE BARGAINING AGREEMENT 1996.

Industrial Commission

Cor-Clynn. J.

JAC97/558

Almond

2

27 2 97


Associate.

TITLE

This agreement shall be known as the
Gordon & Gotch Limited (Belmore) Enterprise Bargaining Agreement 1996.

ARRANGEMENT

This agreement is set out in the following manner:

Part 1 - Work Related Issues

1. Intent
2. Equal Employment Opportunity
3. Objectives
4. Job Flexibility
5. Daily Work Span
6. Discipline
7. Wage Increase
8. Productivity Measures
9. Consultative Committee
10. Redundancy Agreement



PART 2 - Technical Clauses

11. Application
12. Parties Bound
13. Life of Agreement
14. National Standards
15. Dispute Settling/Avoidance Procedures
16. Relationship to Award
17. Signatories

Part 1 - Work Related Issues.

1. INTENT

The management and the employees will work to develop Gordon & Gotch's distribution business by providing high quality service in a responsible manner. This will build the future of the Company and the job security of its employees.

This will:

- a) encourage harmonious relations and goodwill by developing mutual understanding through consultation and cooperation;
- b) further the growth and profitability of the Company for the benefit of all.
- c) support the introduction of new technology and associated change to enhance the company's competitive position
- d) advance the working conditions and living standards of employees.

2. EQUAL EMPLOYMENT OPPORTUNITY

The parties recognise that all employees have the right to a productive, harassment free and fulfilling working life.

The parties further recognise that discrimination in its various forms may prevent workers from participating fully in the operations of the company.

Accordingly, the parties agree that any form of discrimination on the basis of sex, sexuality, race, political or religious beliefs, age union activity or membership or any other form of discrimination will not be tolerated in the workplace.

The parties shall abide by all applicable State and Federal laws relating to equal opportunity and protection from discrimination.

Discriminatory practices include sexual harassment.



3. OBJECTIVES.

The parties agree to engage in a process of enterprise bargaining with the intention of providing increased efficiency and productivity for the Company and its employees

4. JOB FLEXIBILITY

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi skilling may extend by agreement between the Company and an employee to allow the employee to perform any work within the scope of his/her skills.

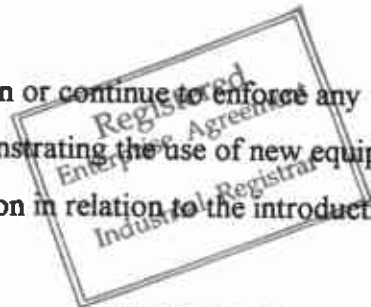
Discussions will take place with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation in additional training.

Employees shall comply with all reasonable requests to transfer or to perform any work provided for by the award.

Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.

Employees shall not unreasonably impose any limitation or continue to enforce any limitations on supervisors or technical personnel demonstrating the use of new equipment or machinery: Provided that the appropriate consultation in relation to the introduction of new technology has taken place.

Employees shall not unreasonably impose any restrictions or limitations on the measurement and/or review of work methods or standard work times: Provided that the appropriate consultation between the Company and employees has taken place.



5. DAILY WORK SPAN

The Company will continue to employ based on a five (5) day week (Monday to Friday), however any employees who currently receive an RDO have the opportunity to voluntarily reduce their daily standard span by 23 minutes, but not take an RDO each month. Any RDO's already accrued would not be forfeited, but should be taken within three (3) months.

6. DISCIPLINE

The employer reserves the right to discipline and terminate if necessary employees guilty of misconduct, poor performance or any other action warranting dismissal - summary or otherwise. Such actions will follow the Grievance Handling Procedures provided in this Agreement.



7. WAGE INCREASES

These pay increases are not to apply to clerical staff who are paid in excess of \$33,000 per annum.

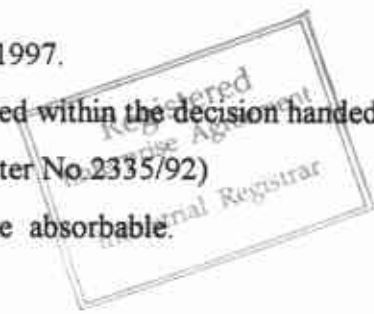
Proposed increases effective as at 1.11.96

GRADE	CURRENT	PROPOSED	INCREASE	%
1	23250	24412.50	1162.50	+5
2	24650	25882.50	1232.50	+5
3	25350	26617.50	1267.50	+5
4	27850	29242.50	1392.50	+5
5	29500	30975.00	1475.00	+5

No further wage claims prior to 1st November, 1997.

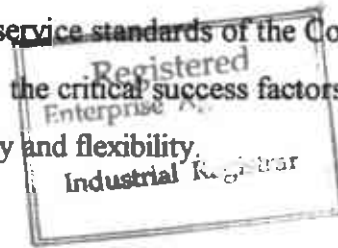
The classification structure shall be that contained within the decision handed down on 25th October, 1996 by Glynn J. (NSW IRC Matter No.2335/92)

Any award variations, safety net increases etc are absorbable.



8. PRODUCTIVITY MEASURES

The parties agree that an effective range of performance indicators is necessary to monitor the efficiency, flexibility, quality and customer service standards of the Company. These performance indicators will be used to measure the critical success factors of the operation in achieving real gains in productivity, efficiency and flexibility.



Productivity

- absenteeism
- quantity and quality of clerical tasks

Quality

- customer complaints,
- error rate of allocated tasks
- correct computer entries

Skills and Training

- commitment/attendance
- level of skill possessed by workforce and flexibility of same to ensure skill balance and effectiveness in each section/department.

9. JOINT CONSULTATIVE COMMITTEE

The primary role of the Joint Consultative Committee will be to recognise and facilitate close consultation and cooperation between the parties to ensure the aims and objectives of the Belmore site are met. The Committee will ensure communication channels between management and employees remain open by providing an open forum for discussion. The meetings will be held bi-monthly.

There will be a maximum of five (5) ASU members and a maximum of two (2) management representatives.

10. REDUNDANCY AGREEMENT

The parties agree to negotiate a redundancy agreement for Clerical and Administrative employees. It is envisaged that this will be completed by May, 1997 and will be registered. Until that time, the redundancy provisions contained in the Clerical and Administrative Employees (State) Award - clause 39, will apply.



Part 2 Technical Clauses

11. APPLICATION

This Agreement shall apply to Gordon and Gotch Limited (Belmore) located at 68-72 Kingsgrove Road, Belmore, NSW in respect to all its employees performing work within the scope of the Clerks' (State) Award now called the CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD.

12. PARTIES BOUND

This agreement shall be binding upon Gordon and Gotch Limited (Belmore), its employees and the Australian Services Union and applies to all employees and their conditions of employment employed by the company.

This agreement does not include clerical employees who are on Annual Review.

The above parties accept that this agreement was reached without duress.

13. LIFE OF THE AGREEMENT

This agreement shall operate from the first pay period to commence on or after 1st November, 1996 and shall remain in force until 1st November, 1997.

By no later than three calendar months prior to the expiry of this Agreement, the parties undertake to formally review its performance and to negotiate a further Agreement.

14. NATIONAL STANDARDS

This Agreement shall not operate so as to cause any employee to suffer a reduction in ordinary time earnings or in national standards, such as national standard hours of work, annual leave or long service leave or any other minimum condition prescribed by the Industrial Relations Act 1996 (NSW), other State legislation or the Clerical and Administrative Employees (State) Award.

Any new standard established by the Industrial Relations Commission shall automatically be incorporated into this Agreement.

15. DISPUTE SETTLING / AVOIDANCE PROCEDURES.

The parties to this Agreement shall at all times seek to eliminate disputes which result in stoppages, bans or limitations.

It is agreed the parties to this Agreement shall confer in good faith with a view to resolving matters through direct consultation.

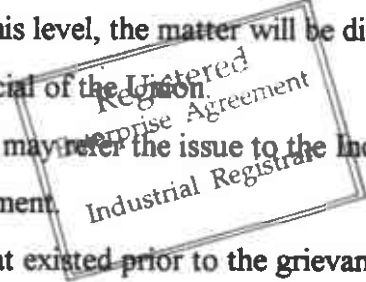
The parties further agree that all grievances, claims or disputes shall be dealt with in the following manner to ensure the orderly settlement of the matters in question.

The employee concerned , with or without their union delegate, will raise the issue with their immediate supervisor.

In the event that the issue is not resolved at this level, the matter will be discussed with the Manager or his/her representative and an official of the Union.

If the matter remains unresolved, either party may refer the issue to the Industrial Relations Commission for assistance in settlement.

During the preceding steps, the status quo that existed prior to the grievance will remain without prejudice to either party.




16. RELATIONSHIP TO THE AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerical and Administrative Employees (State) Award provided that to the extent of any inconsistency between the Award and this Agreement, the latter will prevail.

Subject matter not dealt with by the Enterprise Bargaining Agreement shall be dealt with by the Clerical and Administrative Employees (State) Award.

17. SIGNATORIES

For and on behalf of Gordon and Gotch Limited


.....
Company Representative

S. Donohoe
.....
Witness

Date *19.12.96*



For and on behalf of the Federated Clerks Union of Australia, NSW Branch.

Imaut
.....
Secretary

G. Macdonald
.....
Witness

Date *14.1.97*