

# ENTERPRISE AGREEMENT

NO: E.A. 11 /1993

DATE REGISTERED: 27.1.93

PRICE: \$ 14.00

## GILBARCO NSW (STATE) CLERKS AWARD ENTERPRISE AGREEMENT

### PARTIES TO THE AGREEMENT.

An enterprise agreement , made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115-142 of the said Act, entered into on \_\_\_\_\_, between Gilbarco Aust Ltd of 12-38 Talavera Road, North Ryde of the one part and the employees of Gilbarco Aust Ltd office/administration with the following occupations ( all Clerical, Secretarial and office employees employed under the NSW (State) Clerks Award) of the other part.

It is agreed by the parties as follows:

A. TITLE OF AGREEMENT

This agreement shall be known as the Gilbarco - NSW (State) Clerks Enterprise Agreement.

B. INTENTION

This agreement shall only apply to employees in the occupations identified, situated at North Ryde.

C. DURESS

This agreement was not entered into under duress by any party to it.

D. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the NSW (State) Clerks Award.

E. ENTERPRISE AGREEMENT

1. STRATEGIC PLANNING

1.1 Objectives of the Company

The strategic objectives of the Company are outlined in its Mission Statement which is as follows:

Mission Statement

Our basic commitment is to serve customers , earn an attractive return for the shareholders , and provide challenging and rewarding work opportunities for employees.

Our business is to supply quality goods and services for the petroleum distribution and associated industries in Australia , New

Zealand , Pacific Islands and South East Asia.

We will respond to customer needs and market opportunities with a sense of urgency. Our product designs and methods of operation will be influenced by safety and environmental requirements.

Continuous improvement is essential to our success and we will strive for excellence in all we do to provide our customers with genuine value more effectively than the competition.

We will participate in our community , provide safe working conditions for all our employees , comply with all anti-discriminatory legislation and ensure that the highest ethical and legal standards are maintained in all business transactions.

To this end , under the name of VAM (Value Added Management) , the introduction of the latest technology , quality improvements and improved working conditions for employees will be at the forefront of the Company's future agenda.

#### 1.2 New Work Organisation

Form and sustain organised cell groups of employees at all levels. Through cell groups , seek input on quality and work practices. The workplace will be reorganised as necessary to form an improved working environment and allow for increased employee flexibility and efficiency. The issues of safety and health are to remain paramount in any change.

### 2. INTRODUCTION OF VALUE ADDED MANAGEMENT (VAM)

VAM technology was introduced into the Company in 1989. The workforce has become more aware of the need for change and ongoing training on VAM techniques to enable the Company to progressively become more competitive.

VAM techniques such as CEDAC problem solving , Quality at the Source , Cell Group organisation and Customer Focus activities will make the Company more competitive at national and international level. Without the full co-operation of the workforce , this will not be possible.

The employees of the Company have strived to ensure the continued success of VAM to increase production levels and decrease production costs. This is being achieved. The implementation of real and demonstrable gains in productivity , efficiency and flexibility continues through VAM and the co-operation of the workforce within the Company.

To ensure its continued success , all parties agree VAM and its techniques will continue to be used and employees will continue to be trained in its technology.

### 3. CONSULTATION ARRANGEMENTS

3.1 Consultative Committees , made up of management and employees have been formed for the Head Office and NSW Branch areas.

3.2 Employee Flexibility - with broader classifications and employee flexibility , barriers to the full utilisation of employee's skills are being eliminated from the Company. To enable the total

flexibility to occur the parties agree that employees must have appropriate training to perform the work safely and competently.

3.3 Training - through VAM cell groups employees are assisting the evaluation of their training needs within the Company.

3.4 Communications- all relevant information essential for a continued close relationship between employer and employee is discussed: informally, formally at VAM cell groups, formally at Consultative Committee and other forums as required.

#### 4. PERFORMANCE INDICATORS

The parties agree that the identification of performance targets in the following areas will require a change in attitudes by both the Company and its employees, at all levels, and that these demonstrate real gains in productivity, efficiency and flexibility.

- \* reduced turnover, absenteeism and other lost time;
- \* occupational health and safety performance/requirements;
- \* direct and indirect employee ratios;
- \* quality including costs of improvements;
- \* customer satisfaction;
- \* value added and non value added practices;
- \* teamwork and increased flexibility.

#### 5. FLEXIBILITY and ENTERPRISE REVIEW

Management undertake to educate the employees in the need to participate fully in the facilitative and flexibility provisions of this Agreement and the relevant State award.

Specific flexibilities in relation to the NSW Clerks (State) Award include:

delete clause 6 Hours.  
insert:

Hours.

(i) weekly employee- the ordinary hours of work exclusive of meal breaks shall not exceed an average of 38 hours per week and shall be worked between the commencing time of 6-00am and the ceasing time of 6-00pm Monday to Friday, and between the hours of 6-00am and 12 noon Saturday.

(ii) part time employee- works a regular number of hours less than an average 38 hours per week. The ordinary hours are within the bandwidth specified in sub clause (i). Minimum engagement of 2 hours.

(iii) casual employee- is other than a weekly or part time employee and the ordinary hours of work are within the bandwidth specified in sub clause (i). Minimum engagement of 2 hours.

(iv) where the employer and employee agree, rostered days off, which occur as a result of employees working an approved credit per month may accumulate/reschedule up to a maximum of 5 days.

(v) starting and finishing times, and part time employees regular hours may be altered after consultation and at least one weeks notice.

(vi) full time weekly employees total hours may be changed after consultation and mutual agreement between the employee and employer.

delete clause 11 Overtime and Meal Allowances.  
insert Overtime and Meal Allowances.

(i) All time worked :

- a. excess of thirty eight hours in any one week;
- b. before the commencing time or after the ceasing time as prescribed in this agreement;

shall be overtime and shall be paid for at the rate of time and a half.

(ii) Time off in respect of Overtime worked.- where an employee and the employer mutually agree additional time worked may be taken as time off at ordinary hours in lieu of paid overtime.

(iii) An employee working overtime shall be paid a meal allowance at the prescribed award rate when required to work beyond 6-00pm.

#### F. DISPUTES/GRIEVANCE HANDLING PROCEDURE.

1. Employee notifies and discusses dispute/grievance with immediate Supervisor.
2. If unable to resolve, the issue should be referred to the next level of supervision.
3. If unable to resolve, the issue should be aired at a joint meeting with the involved parties and a senior management/Human Resources representative.
4. If unable to resolve referral to a mutually agreeable third party for mediation.
5. If unable to resolve referral to the Industrial Relations Commission.

(i) A reasonable time limit should be set on each stage. In some instances seven days may be considered adequate.

(ii) Normal work should continue while the procedure is being followed.

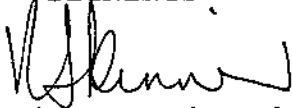
(iii) If the issue is unable to be resolved and thus referred to the next procedure, the employer must provide a timely response with reasons to the employee for not implementing any proposed remedy.

(iv) The employee has a right for representation/witness during any stage.

#### G. TERM

This agreement shall operate from the date of registration and shall remain in force for a period of two years unless varied or terminated earlier by the provisions provided by the Act.

H. SIGNINGS



Signed for and on behalf of Gilbarco Aust Ltd

Witness 

Date 3 December 1992

Signed by list of employees:

(see attached)

INDIVIDUAL EMPLOYEES - GILBARCO NSW (STATE) CLERKS AWARD


ENTERPRISE AGREEMENT

NAME	SIGNATURE	RESIDENTIAL ADDRESS	TELEPHONE
Lyn Bridson	<i>Lyn Bridson</i>	3 Derribong Place Thornleigh, 2120	484 2330
Janice Lemon	<i>Janice Lemon</i>	30 Sutherland Rd Cheltenham, 2119	
Toni Moore		6/4 Loggan Avenue Balmain, 2041	
Anne Slack	<i>Anne Slack</i>	9 Cilento Crescent East Ryde, 2113	878 4545
Norm Godfrey	<i>Norm Godfrey</i>	20 Alleyne Avenue Nth Narrabeen, 2101	913 7401
Kerryn Walker	<i>Kerryn Walker</i>	9 Boronia Avenue Turramurra, 2074	449 1001
Greg Young	<i>Greg Young</i>	20 Maxwell Avenue Gorokan, 2263	(043) 92 1694
Desma Fishbourne	<i>Desma Fishbourne</i>	17 Morgan Street Thornleigh, 2120	980 6148
Cecily Stanbury	<i>Cecily Stanbury</i>	99 Malton Road Beecroft, 2119	888 4888
Dicko Boghassian	<i>Dicko Boghassian</i>	34 Smalls Road Ryde, 2112	887 3265
Jill Boyd	<i>Jill Boyd</i>	2A Eastcote Road Nth Epping, 2121	869 1907
Ann Ellis	<i>Ann Ellis</i>	42 Beechwood Pde Cherrybrook, 2120	484 3271
Cathy McCarthy	<i>Cathy McCarthy</i>	6/17 William Street Nth Parramatta, 2151	630 1369
Fiona Murphie	<i>Fiona Murphie</i>	36 The Chase Rd Turramurra, 2074	
Lynne Self	<i>Lynne Self</i>	4 Bronhill Ave East Ryde, 2113	888 1978
Elska Hopwood	<i>Elska Hopwood</i>	96 Balaclava Rd Eastwood, 2122	878 3198
Yvonne Theol	<i>Yvonne Theol</i>	25 Windermere Rd Epping, 2121	876 4134
Toshie Hamamoto	<i>Toshie Hamamoto</i>	12/3 Boorea Ave Lakemba, 2195	759 1560
Lola Scott-Boland		1/90 Station St Meadowbank, 2114	807 6193
Allyson Weston	<i>Allyson Weston</i>	22 Olive St Denistone East, 2112	878 2871
Sue McKinlay	<i>Sue McKinlay</i>	7 Second Ave Eastwood, 2122	858 2564
Coral Morley	<i>Coral Morley</i>	57 Leamington St Telopea, 2117	872 1754
Jeannette Moller	<i>Jeannette Moller</i>	5 Sydney Rd Hornsby Heights, 2077	987 4443
Stephen Chan	<i>Stephen Chan</i>	11/11 Cambridge St Gladesville, 2111	816 3879
John Healy	<i>John Healy</i>	10 Dan St Merrylands, 2160	635 5129
Kathy Johnson	<i>Kathy Johnson</i>	6 Karoola St Brooklyn, 2253	985 7489
Rion Phipps	<i>Rion Phipps</i>	70 Northam Drive North Rocks, 2151	871 3232
Gillian Strachan	<i>Gillian Strachan</i>	15 Cutcliffe Ave Regents Park, 2143	649 8723
Anita Fallow	<i>Anita Fallow</i>	230 Langford Dr Kariong, 2251	888 4882
Robert Goldsworthy	<i>Robert Goldsworthy</i>	16 Rebecca Street Croyton, 2760	
Joan Hicks	<i>Joan Hicks</i>	5 Irrubel Rd Newport Beach, 2106	

**INDIVIDUAL EMPLOYEES - GILBARCO NSW (STATE) CLERKS AWARD**

**ENTERPRISE AGREEMENT**

**- CASUALS-**

<b>NAME</b>	<b>SIGNATURE</b>	<b>RESIDENTIAL ADDRESS</b>	<b>TELEPHONE</b>
Wendy Hyland Vicki Wharton Lois Webster Erika Ortl Diane Cramp		41 Numa Rd North Ryde, 2113	878 2484