

ENTERPRISE AGREEMENT

NO: E.A. 331 /1993

DATE REGISTERED: 3.11.93

PRICE: \$ 16.00

BTR ENGINEERING
ENTERPRISE BARGAINING AGREEMENT 1993

1. TITLE

This Agreement shall be known as the BTR Engineering (Sales and Service) Enterprise Bargaining Agreement 1993.

2. ARRANGEMENT

The Agreement is arranged as follows:-

<u>Subject Matter</u>	<u>Clause No.</u>
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3. APPLICATION

This Agreement shall apply at BTR Engineering (Sales and Service) 211 Warren Road, Smithfield NSW 2164 to all employees who are bound by the terms of the Clerks (State) Award, insofar as those provisions relate to the parties referred to in Clause 4 - PARTIES BOUND - of this Agreement.

4. PARTIES BOUND

The parties to this Agreement are:-

- a. BTR Engineering (Sales and Service);
- b. All clerical employees whether members of an organisation of employees or not engaged in any of the occupations, industries or callings specified in the Clerks (State) Award.

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of Registration of this Agreement and shall remain in force for a period of one year.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerks (State) Award, provided that where there is any inconsistency between this Agreement and the Clerks (State) Award, this Agreement shall take precedence to the extent of the inconsistency.

7. SINGLE BARGAINING UNIT

For the purpose of negotiating this Enterprise Agreement, a single bargaining unit has been established.

8. OBJECTIVES OF THE AGREEMENT

The objectives of this agreement are as follows:-

1. To move towards better communication between management / office / factory;
2. To provide for "incidental flexibility" between departments. The term "incidental flexibility" is intended to include:-
 - The performance of tasks incidental to an employee's main function which facilitate the completion of a whole task;
 - This flexibility is not intended to disadvantage any individual.

9. WAGES

Wages will be increased as follows:-

Classification Table	Col 1
Clerk Grade 5	4.5%
Clerk Grade 4	4.5%
Clerk Grade 3	4.5%
Clerk Grade 2	4.5%
Clerk Grade 1	4.5%

- b. The wage increases in subclause (a) hereof shall be payable as from the beginning of the first full pay period to commence on or after the date of ratification of this Agreement.
- c. The wage increases specified in subclause (a) of this Clause shall be payable in addition to the current agreed enterprise rates of pay and shall constitute part of the all purpose rate of pay in respect of employees covered by this Agreement.
- d. The wage increases referred to in subclause (b) of this Clause shall not be absorbed into any overaward payment.
- e. There shall be no further wage increases for the life of the Agreement.

10. AVOIDANCE OF INDUSTRIAL DISPUTES

The parties to this Agreement shall observe the following procedures for Avoiding Industrial Disputes:-

- a. Where a dispute arises in a particular establishment which cannot be resolved between the employees or their representative, and the supervising staff, it shall be referred to the appropriate manager of the employer.
- b. If the dispute is not resolved at this level the matter shall be referred to the union.
- c. If the dispute remains unresolved following discussion between the union and the appropriate manager of the employer it shall be notified under Division 2 of the Industrial Relations Act 1991.

11. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

12. MINIMUM CONDITIONS OF EMPLOYMENT

The minimum conditions of employment specified by this agreement are as follows;

The ordinary hours of work shall be worked between 6am and 6pm Monday to Friday and average 38hrs per week over a four week cycle. The rate of pay for ordinary hours work shall be such that no employee earns less than the minimum rate specified for ordinary hours work in the Clerks (State) Award.

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

13. RENEWAL OF AGREEMENT

- a. The parties to this agreement recognise the gains made by all employees prior to this agreement. In an atmosphere of mutual trust and goodwill all parties agree to seek further efficiencies and improvements in productivity for the future through the appropriate consultative mechanism.
- b. All parties agree that gains in productivity made prior to 1 July 1993 shall not be included in future productivity claims.
- c. Discussions will take place no later than two months prior to the expiry of this Agreement to discuss any changes required for a future Agreement.

14. NATURE OF AGREEMENT

No party to this Agreement has entered into the Agreement under duress. All employees covered by the Agreement have been consulted as to its content and application.

EMPLOYEE NAME	STREET	SUBURB	P/C	SIGNATURE	WITNESS
ABBOTT CHRISTOPHER JOHN	22/30 OHLESEN ROAD	MINTO	2586		
ABELA JOSEPH	2 RUBINA STREET	MERRYLANDS	2160		
ANDREAZZA JULIE	9 SABA STREET	FAIRFIELD WEST	2165	<i>Julie Andrezza</i>	<i>[Signature]</i>
ANFORTH MERRILYN KAE	43 ORCHARDLAIGH STREET	GUILDFORD	2161	<i>Merrilyn Anforth</i>	<i>[Signature]</i>
ASHWORTH ROY KEITH	54A STONE STREET	EARLWOOD	2206	<i>Roy Ashworth</i>	<i>[Signature]</i>
BANAS DIOSDADO	5 CORDELIA GRES	ROOTY HILL	2766	<i>Diosdado Banas</i>	<i>[Signature]</i>
BELLENGER SUZANNE	62/320 POLDING STREET	FAIRFIELD	2165	<i>Suzanne Belenger</i>	<i>[Signature]</i>
CHAN DANIEL	19 AVONLEA STREET	CANLEY HEIGHTS	2166	<i>Daniel Chan</i>	<i>[Signature]</i>
CHRISTIANSON JAMES LEONARD	1 CENTAUR STREET	REVESBY	2212	<i>James Christianson</i>	<i>[Signature]</i>
D'CRUZ TRUDY ANN	39 LAWN AVENUE	BRADBURY	2660	<i>Trudy D'Crux</i>	<i>[Signature]</i>
FOWLER GREGORY JOHN	10 BUENA VISTA ROAD	MONA VALE	2103	<i>John Fowler</i>	<i>[Signature]</i>
GIERAL WENDELL	123 QUAKERS ROAD	MARAYONG	2148	<i>Wendell Gieral</i>	<i>[Signature]</i>
HAMANN KARL	21 MANSFIELD AVENUE	CARINGBAH	2229	<i>Karl Hamann</i>	<i>[Signature]</i>
HOGAN PHILLIP GRAHAM	5 BELVEDERE AVE	CASTLE HILL	2164	<i>Phillip Hogan</i>	<i>[Signature]</i>
HUTCHISON GEOFFREY MICHAEL	7 SIXTH AVENUE	SEVEN HILLS	2147	<i>Geoffrey Hutchison</i>	<i>[Signature]</i>
INGLIS GLENN	1 KEATS PLACE	WINSTON HILLS	2153	<i>Glenn Inglis</i>	<i>[Signature]</i>
KOPPERS GERIE MATHEA	79 PICNIC POINT ROAD	PICNIC POINT	2213	<i>Gerie Koppers</i>	<i>[Signature]</i>
KOPPERS RIA WILHELMINA	8 KIMBARRA AVENUE	CAMDEN	2570	<i>Ria Koppers</i>	<i>[Signature]</i>
LAMONT GREGORY THOMAS	8 THORNTON AVENUE	BASS HILL	2197	<i>Gregory Lamont</i>	<i>[Signature]</i>
LEVER FREDERICK ARTHUR	5 ULONGA PLACE	TOONGABBIE	2146	<i>Frederick Lever</i>	<i>[Signature]</i>
LOYD TERRY	41 EASTERN ROAD	QUAKERS HILL	2763	<i>Terry Lloyd</i>	<i>[Signature]</i>
LOVELL HELEN BEVERLEY	29 LEE STREET	CONDELL PARK	2200	<i>Helen Lovell</i>	<i>[Signature]</i>
McKINNON MARGARET	18 CATHERINE AVENUE	LURNEA	2170	<i>Margaret McKinnon</i>	<i>[Signature]</i>
McMORRAN KIM ANN	LOT 7 MAMRE ROAD	KEMPS CREEK	2171	<i>Kim Ann McMorran</i>	<i>[Signature]</i>
MURPHY JOHN MAURICE	9 SIRIUS STREET	RUSE	2580	<i>John Murphy</i>	<i>[Signature]</i>
NAIDOO SATHIANANDHAN	5/4 CLIFFORD AVENUE	CANLEY VALE	2166	<i>Sathianandhan Naidoo</i>	<i>[Signature]</i>
NOLAN GREGORY JAMES	106 TORRENS STREET	CANLEY HEIGHTS	2166	<i>Gregory Nolan</i>	<i>[Signature]</i>
OSTASEVICH ANGELA	69 McMAHON ROAD	YAGOONA	2199	<i>Angela Ostasevich</i>	<i>[Signature]</i>
PAYNE DEBORAH ALISON	65 PINECREEK CIRCUIT	ST. CLAIR	2759	<i>Deborah Payne</i>	<i>[Signature]</i>
PHILIPP MANUELA	4/23 HUGHES STREET	CABRAMATTA	2166	<i>Manuela Philipp</i>	<i>[Signature]</i>
RICCARDI MONICA SOLEDAD	51 STOCKDALE CRESCENT	ABBOTSBURY	2176	<i>Monica Riccardi</i>	<i>[Signature]</i>
ROBERTSON STANA	10/100 KISSING POINT RD	DUNDAS	2117	<i>Stana Robertson</i>	<i>[Signature]</i>
STEWART ELIZABETH	91 PROCTOR PARADE	CHESTER HILL	2162	<i>Elizabeth Stewart</i>	<i>[Signature]</i>
STUBBS STEVEN JOHN	46 ORANA ROAD	GWANDALAN	2259	<i>Steven Stubbs</i>	<i>[Signature]</i>
TALEVSKI ZORRA	24 CHELMSFORD AVENUE		2200	<i>Zorra Talevski</i>	<i>[Signature]</i>
TURNER GREG	15 BUENA VISTA AVENUE	DENISTONE	2114	<i>Greg Turner</i>	<i>[Signature]</i>
WISRONALD	23 DAMPIER CRESCENT	FAIRFIELD WEST	2165	<i>Ronald Wisronald</i>	<i>[Signature]</i>

WEIR JOHN GILBERT	18 DOLLIN STREET	ST. MARYS	2760	<i>John G. Weir</i>	
WILLIAMS LEONIE MARIE	51 WOODLAND ROAD	CHESTER HILL	2162	<i>Leonie Williams</i>	
YOUNG MICHELLE	1 GURNER PLACE	KELLYVILLE	2153	<i>Michelle Young</i>	
YOUNG ROBERT	804 THE HORSELEY DRIVE	SMITHFIELD	2164	<i>Robert Young</i>	
YOUNG TRACEY	1 GURNER PLACE	KELLYVILLE	2153	<i>Tracey Young</i>	
ZULENI MICHAEL ROBERT	8 COLVILLE PLACE	BONNYRIGG	2177	<i>Michael Zuleni</i>	
ZULIC NOREEN	11 HAMMERSLEY STREET	FAIRFIELD WEST	2165	<i>Noreen Zulic</i>	
WILSON NOEL RICHARD GENERAL MANAGER	8 ELM PLACE	NORTH ROCKS	2151	<i>Noel Wilson</i>	

ON BEHALF OF BTR ENGINEERING (AUSTRALIA) LIMITED
SALES AND SERVICE DIVISION

SIGNATURE

WITNESS
43 ON LIST

41 VOTE

1 ASSESSOR (SICIL)

1 TARRANT (COUNTRY RES)

34 YES

2 INFORMAL