

ENTERPRISE AGREEMENT

NO: E.A. 97 /1994

DATE REGISTERED: 29-3-94

PRICE: \$ 32-00

GEC ALSTHOM INDUSTRIAL PRODUCTS DIVISION

REGENTS PARK

STATE ENTERPRISE AGREEMENT 1993

1. TITLE

This Agreement shall be known as the GEC ALSTHOM Industrial Products Division, Regents Park, State Enterprise 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 GEC ALSTHOM Industrial Products Division, 25 Princes Road, Regents Park, 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) GEC ALSTHOM Australia Industrial Products Division;
- b) All employees whether members of the organisations of employees listed in subclause (c) hereof or not engaged in any of the occupations, industries or callings specified in the Clerks (State) Award;
- c) The organisations that represent the employees defined in (b), namely:
 - i) Federated Clerks Union of Australia, NSW Branch.

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 Certification of this Agreement) and shall remain in force for a period of twelve months.

6. RELATIONSHIP TO PARENT AWARD & ENTERPRISE AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Clerks (State) Award and the GEC ALSTHOM, Regents Park, Enterprise (State) Award 1992, 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. OBJECTIVES OF THE AGREEMENT

This agreement continues the measures to achieve gains in productivity, efficiency and flexibility set out in Attachment A 8 of the GEC ALSTHOM, Regents Park Enterprise Bargaining (State) Award 1992, No: IRC 1233 of 1992, (Appendix A) and should any variations to aspects of the attached award be considered by the parties to be appropriate, as part of the continuous improvement process outlined therein, they will, after due consultation, be added to this agreement as an appendix, at the most appropriate time.

8. WAGES

a) Wages will be increased as follows:

<u>WAGE GROUP</u>	<u>CLASSIFICATION TABLE</u>	<u>COL 1</u>	<u>COL 2</u>
GRADE 5	Clerk Grade 5	2.5%	0.5%
GRADE 4	Clerk Grade 4	2.5%	0.5%
GRADE 3	Clerk Grade 3	2.5%	0.5%
GRADE 2	Clerk Grade 2	2.5%	0.5%
GRADE 1	Clerk Grade 1	2.5%	0.5%

b) The wage increase in subclause (a) hereof shall be payable as follows:

i) The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after the 22/12/93.



- ii) The amount shown in Column 2 shall be payable from the beginning of the first full pay period after 20/6/94, or from 1/1/94, subject to achievement of company performance measures that result in a better than budgeted business result for the 1993/4 financial year. Should that benchmark not be achieved at the beginning of January 1994, the criteria will be retested at the beginning of each month, and the payment made from the successful retest date. In any event, the amount shown in column 2 shall be paid from the beginning of the first full pay period after the 30/6/94, whether the company budgeted business result is achieved or not.

- 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.

9. AVOIDANCE OF INDUSTRIAL DISPUTES

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation and to avoid interruption to the performance of work and consequential loss of production and wages.

- a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:
 - i) discussions between the employee(s) concerned and at his/her request the appropriate union shop steward/delegates, and the immediate supervisor.

- ii) discussion involving the employee(s), the shop steward(s) and more senior management.
- iii) discussion involving representatives from the State Branch of the union concerned and the employer organisation branch representatives;
- iv) discussion involving senior officials (State Secretary) and the employer organisation (National Officer).

There shall be an opportunity for any party to raise the issue to a higher stage.

- b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- d) Sensible time limits shall be allowed for the completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussion to be finalised.
- e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute. The parties' rights under the Industrial Relations Act 1991 are preserved.
- f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.

g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

10. 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.

11. DURESS

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

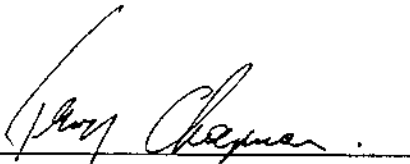
12. RENEWAL OF AGREEMENT

Discussions will commence no later than one month prior to the expiry of this Agreement to discuss the nature of changes, if any, for any future Agreement.

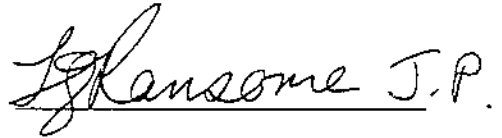
BY THE COMMISSIONER

COMMISSION

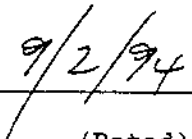
Signed for and on behalf of
GEC Alstom Australia Limited



(Signature)

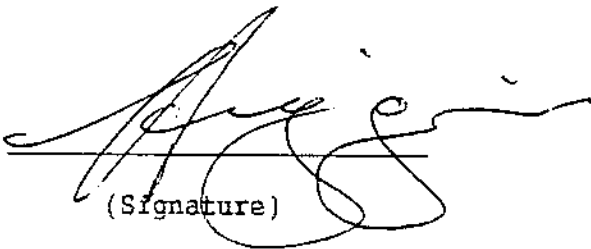


(Witness)

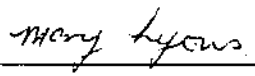


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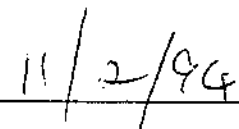
Signed for and on behalf of
the Federated Clerks Union of
Australia (New South Wales
Branch)



(Signature)



(Witness)



(Dated)

BEFORE THE INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES

No. IRC 1233 of 1992

Re: GEC Alstom
Regents Park Enterprise
Bargaining (State) Award
1992.

Application by the Metal
Trades Industry
Association of Australia,
industrial organisation of
employers, for an award.



AWARD

CONCILIATION COMMISSIONER SHEILS

9 SEPTEMBER 1992
2 NOVEMBER 1992

The Industrial Relations Commission of New South Wales makes an award pursuant to the *Industrial Relations Act 1991*, as appears in the attached schedule.

Ans

(322)

SERIAL B2233

SCHEDULE

GEC ALSTHOM REGENTS PARK ENTERPRISE BARGAINING
(STATE) AWARD 1992

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Metal Trades Industry Association of Australia, industrial organisation of employees

(No. IRC 1233 of 1992)

Conciliation Commissioner Sheils

9 September 1992
2 November 1992

AWARD

1. Arrangement

PART A

Clause No. Subject Matter

1. Arrangement
2. Title
3. Basic Wage
4. Relationship to Parent Award
5. Parties Bound
6. Measures Designed to Effect Real Gains in Productivity
7. Wages
8. Avoidance of Dispute Procedure
9. Not to be Used as a Precedent
10. Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Attachment A - Measures to Achieve Gains
in Productivity, Efficiency and Flexibility

2. Title

This award shall be known as the GEC Alsthom Regents Park Enterprise Bargaining (State) Award 1992.

3. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to a basic wage for adult males as set out in Part B, Monetary Rates.

This said basic wage is subject to variation in accordance with the provisions of subsection (2) of section 14 of the *Industrial Relations Act* 1991. Upon any such variation, rates of wages prescribed by this award are subject to variation pursuant to section 15 of the said Act to the extent necessary to give effect to the change in the said basic wage.

4. Relationship to Parent Award

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

5. Parties Bound

This award shall be binding upon:

- (a) GEC Alsthom Regents Park, New South Wales;
- (b) Federated Clerks' Union of Australia, New South Wales Branch;
- (c) Metal Trades Industry Association of Australia.

6. Measures Designed to Effect Real Gains in Productivity

Measures designed to effect real gains in productivity are set out in Attachment 'A' and will be implemented by the parties.

7. Wages

- (a) The wages payable are as set out in Table 1 — Wages, of Part B, Monetary Rates.
- (b) The wage increases as set out in the said Table 1 shall be payable as follows:
 - (i) The amount shown in Column 1 shall be payable from the beginning of the first pay period to commence on or after 9 September 1992.

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NOT FINAL SETTLED VERSION

- (ii) The amount shown in Column 2 shall be payable from the beginning of the first pay period to commence on or after 10 November 1992.
- (c) The wage increases referred to in subclause (b) of this clause shall not be absorbed into any overaward payment.
- (d) There shall be no further wage increases for the life of this award except when consistent with a State Wages Case decision.

8. Avoidance of Dispute Procedure

The objects of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation and to avoid interruption to the performance of work and consequential loss of production and wages.

- (a) Depending on the issues involved, the size and function of the plant or enterprise and the union membership of the employees concerned, a procedure involving up to four stages of discussion shall apply. These are:
 - (i) discussions between the employee(s) concerned and at his/her request the appropriate union shop steward/delegatee, and the immediate supervisor;
 - (ii) discussion involving the employee(s), the shop steward(s) and more senior management;
 - (iii) discussion involving representatives from the State Branch of the union(s) concerned and the employer organisation branch representatives;
 - (iv) discussion involving senior officials (State Secretary or National Officer) and the employer organisation (National Officer).

There shall be an opportunity for any party to raise the issue to a higher stage.

- (b) There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (c) Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

- (d) Sensible time limits shall be allowed for the completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussion to be finalised.
- (e) Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.
- (f) In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.
- (g) The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.

9. Not to be Used as a Precedent

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

10. Incidence and Duration

This award shall take effect with respect to Column 2 of Table 1 - Wages, of Part B, from the beginning of the first pay period to commence on or after 10 November 1992.

In all other respects this award shall take effect from the beginning of the first pay period to commence on or after 9 September 1992 and shall remain in force thereafter for a period of twelve months. The parties shall continue to monitor the application of this award to ensure the effective implementation of structural efficiency and enterprise bargaining.

PART B

MONETARY RATES

Basic Wage for Adult Males: \$121.40 per week

Table 1 - Wages

Classification as in Clerks (State) Award	Column 1 Rate per week \$	Column 2 Rate per week \$
Grade 5	364.30	371.60
Grade 4	385.90	393.60
Grade 3	396.20	404.10
Grade 2	405.20	413.30
Grade 1	423.30	431.80

Column 1 shall be payable from the beginning of the first pay period to commence on or after 9 September 1992.

Column 2 shall be payable from the beginning of the first pay period to commence on or after 10 November 1992.

ATTACHMENT A

Measures to Achieve Gains in Productivity, Efficiency and Flexibility

The following measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility or which have been implemented, are as follows:

(A) General Programme — During the later part of 1991 the company found the need for a revised focus in the business to adapt to the changing commercial conditions in our markets. To facilitate the changes required, the company has embarked on a change programme that will involve a number of actions and techniques that will utilise the resources of all employees.

Our focus will be to identify and implement "the differences that make a difference".

The programme has been designed from the outset to involve everyone who works in the business. Personnel from all levels of the business including the parties to this award are fully committed to the objectives and processes involved and have agreed to contribute fully and effectively.

The whole process has been designed on the basis that all personnel have ownership, commitment and accountability to the process. As a result it will achieve real respect and integrity in the business, by all employee understanding each other's specific

concerns, needs and opinions. It will encourage all employees to analyse all issues from various points of view to ultimately agree on the best course of action to satisfy our business objectives without compromising our social responsibilities to each other. This will cement a deeper mutual trust between all levels of personnel.

The overall aim of the programme is to identify, through extensive employee and customer surveys, those areas of the company's operation that, if improved, will have the greatest impact on its success in its existing and possible new markets.

The employee and customer surveys, which were designed by employees from all areas of the business working together with the help of a consultant, have identified priority areas for change and improvement, and have become projects for multi-function work groups. The work groups have been drawn from employees within the business. They have been trained in process improvement techniques and given the responsibility for identifying those changes needed to achieve the standards of performance determined by the employee and customer surveys.

Some of the areas to focus action on include:

- Continuous Improvement (Kaizen);
- Customer Services;
- Waste Reduction;
- Cost Reduction;
- Better Utilisation of Resources;
- Training and Career Paths;
- Scheduling (JIT scheduling techniques);
- Reduction of Non-value Adding Activities;
- Benchmarking our performance to World's Best Practice;
- Occupational Health and Safety Issues.

As at this date the programme is now well established with the customer and employee surveys completed and teams in place, working through the first batch of objectives. The teams are being coached by representatives of the Technology Transfer Council (TTC) following an intensive training course on VAM techniques. It is anticipated a further batch of employees will be trained by TTC soon, to enable further teams to be created.

(B) Specific Actions — It has already been identified and agreed the following issues will contribute to success in the business and all employees covered by this agreement agree to implement the actions required. The consultative committee is charged with the responsibility of implementing these and any other issues deemed as requiring their involvement.

- (i) To provide flexible production scheduling employees have agreed, consistent with the Clerks (State) Award, to:

- (b) Be involved in improvement groups to provide clerical skills and alternate perspective in resolving problems at hand.
- (c) Embrace improvements in information technology and electronic data transfer. This will generally involve additional training either performed in-house or from outside sources.
- (d) These improvements will enable a more useful career path to be developed within the company structure.

M. F. SHEILS, Conciliation Commissioner.

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- (a) Accrue rostered days off and/or reschedule them by mutual agreement to best suit the needs of the plant.
 - (b) Schedule annual leave, with reasonable notice, to suit the fluctuations of the business.
 - (c) Use to full capacity the spread of hours to provide adequate coverage for services and processes.
- (ii) To broaden their skills base and provide excellent coverage and back-up for processes and services, employees have agreed to:
- (a) Participate, where applicable, in vocational training as required (Identified as a need by the skills analysis process.)
 - (b) Be flexible to perform on temporary assignment duties within the scope of their skills, training and competence, consistent with the classification structure, regardless of union membership, provided these duties do not promote deskilling as a result of prolonged performance of those duties. Temporary assignments will be organised by the respective departmental supervisors and the employees' union representative will be advised of the assignment. In the event the assignment exceeds 4 weeks, a review will be undertaken by appropriate members of the consultative committee.

The measures identified to gain enterprise productivity improvements will continue beyond the life of this agreement and apply to the commitments made by the parties to this agreement.
 - (c) Continue to co-operate with the skills stocktake and analysis, so as to develop the correct profile of skills for the business and provide direction for career planning.
- (iii) To maintain and enhance our occupational health and safety record employees have agreed to be actively involved in housekeeping, safety, recycling and environmental activities. This involves being continually alert to hazards and opportunities for improvement.
- (iv) Clerical employees have agreed to be actively involved in any aspects of previously mentioned improvements where applicable. The company and the FCU have developed specific measures which will be the subject of an application to the Industrial Relations Commission of New South Wales.
- (a) Assist production and stores personnel in enhancing computer and basic clerical skills which are relative to their function.