

ENTERPRISE AGREEMENT

NO: E.A. 153 /1995

DATE REGISTERED: 15.5.95

PRICE: \$ 10.00

JI CASE (AUSTRALIA) PTY. LTD
NEW SOUTH WALES CLERICAL
ENTERPRISE AGREEMENT 1995

1. TITLE

This Agreement shall be known as the JI Case (Australia) Pty. Ltd. New South Wales Clerical Enterprise Agreement.

2. ARRANGEMENT

This Agreement is arranged as follows:

<u>SUBJECT MATTER</u>	<u>CLAUSE NUMBER</u>
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3. PARTIES TO THE AGREEMENT

The parties to this Agreement are JI Case (Australia) Pty. Ltd. and the Works Committee at Kurrajong Avenue St. Marys, representing all Clerks employed by the Company as Clerks at Kurrajong Avenue, St. Marys.

4. APPLICATION OF AWARDS

This Agreement shall partially regulate the terms and conditions of employment previously regulated by the Clerks (State) Award. All provisions of the Clerks (State) Award shall apply with the exception of the following clauses:

Clerks (State) Award

Clause 6 Hours

Clause 33 Dispute Settling Procedures

Clause 11 (i) Overtime (as it relates to Clause 3 of the Agreed Provisions)

Clause 13A (ii) (iv) (v) (vi) (vii) (viii) (ix)
Annual Leave Loading

5. AVOIDING OF INDUSTRIAL DISPUTES

DISPUTE SETTLEMENT PROCEDURES

- 1 Any dispute arising in a Work place shall be referred by the employee to their immediate supervisor.
- 2 Failing settlement at this level between the employee and the immediate supervisor, the employee shall refer the matter to the employee representative who will then raise the matter with the immediate supervisor's supervisor.
- 3 Failing settlement at this level the matter shall be referred by the employee representative to the General Manager Employee & Dealer Services.
- 4 Failing settlement at this level between the Company and the employee representative, the employee representative shall refer the dispute within 24 hours to the relevant employee organisation, who will take the matter up with the Company. All efforts shall be made by the Company and the employee organisation to settle the matter, but failing settlement the Company shall refer the dispute to its employer association and the employee organisation shall take the matter up with the employer association.
- 5 During the discussions the status quo shall remain and work shall proceed normally. (The status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.).
- 6 At any time either party shall have the right to notify the dispute to the industrial registrar.

6. DECLARATION

The parties to this Agreement declare that they have not entered into this Agreement under duress.

7. AGREED PROVISIONS

1. Undertake a comprehensive review of operating procedures with the objective of simplifying such procedures and eliminating unnecessary processes.
- 2(a) Continue to utilise the consulting mechanisms now in place to continuously review how we do things by working together we can improve the operations of the Company.

- (b) Training will be conducted to optimise flexibility within sections of each Department of the Company and where feasible between Departments of the Company.
- 3 Flexible ordinary working hours will be introduced allowing the making up of time necessarily lost due to domestic or other needs. (ie two (2) to three (3) hours).
 - 4 Variable ordinary working hours will be introduced allowing the structuring of hours within each department to be varied to suit the specific operational requirements.
 - 5 Annual leave loading (17.5%) will be paid weekly.
 - 6 Sixty (60) days sick leave to be provided annually subject to medical certificates or Statutory Declarations being presented for each absence. Untaken sick leave shall not accumulate.
 - 7 Hours of work will increase from thirty five (35) hours per week to thirty seven and a half (37.5) hours per week.

8. WAGES

- 1 An increase of 3% shall be payable from the beginning of the first full pay period to commence on or after registration of this Agreement.

The increase will be paid in addition to the current agreed Enterprise rate (refer previous agreement EA 382/93) which is comprised of Award Rate and Over Award Rate.
- 2 The wage increase specified in the above clause shall be payable in addition to the current weekly wage of the employees concerned.
- 3 The wage increases referred to in the Clause above shall not be absorbed in any over award payment.
- 4 There shall be no further wage increases for the life of this Agreement except when consistent with a State Wage Case decision.

9 DATES AND PERIOD OF OPERATION

This Agreement shall operate from date of registration and shall remain in force for a period of twelve (12) months.

10. PREVIOUS ENTERPRISE AGREEMENT

This agreement is intended to replace the JI Case (Australia) Pty. Ltd. NSW Clerical Enterprise Agreement 1993 number EA 382/93.

Signed for and on behalf of:

JI Case (Australia) Pty. Ltd.

S. Redman
.....

S. REDMAN
GENERAL MANAGER DEALER & EMPLOYEE SERVICES

DL Goy for J.P.
.....

DATED THIS 12TH DAY OF APRIL 1995.

EMPLOYEE REPRESENTATIVES

Laurel Stewart
.....
LAUREL STEWART

Simone Reading
.....
SIMONE READING

Lillian Newman
.....
LILLIAN NEWMAN

Mary Gallen
.....
MARY GALLEN

JI CASE (AUSTRALIA) PTY. LTD. NEW SOUTH WALES CLERKS
ENTERPRISE AGREEMENT

MINIMUM CONDITIONS OF EMPLOYMENT

SICK LEAVE

Item 6 of Clause 7 of the Agreement provides for sixty (60) days sick leave annually subject to the presentation of medical certificates or Statutory Declaration.

ORDINARY HOURS OF EMPLOYMENT

The hours provisions of the Clerks (State) Award will apply at the Enterprise, except as varied by Clause 7 - items 3 and 4 - of the Agreement, which provide for making up of time lost and the introduction of variable ordinary hours to suit specific operational requirements.

RATES OF WAGES

The Agreement provides for a wage increase. Employees under this Agreement will receive not less than the current award rates which apply to the relevant classifications.