

ENTERPRISE AGREEMENT

NO: E.A. 214 /1995

DATE REGISTERED: 28-6-95

PRICE: \$ 18-00

**SEMCO PTY LTD TRADING AS CASE EQUIPMENT SALES
CLERICAL ENTERPRISE AGREEMENT 1995**

1. TITLE

This Agreement shall be known as the Semco Pty Ltd trading as Case Equipment Sales Clerical Enterprise Agreement 1995.

2. ARRANGEMENT

This agreement is arranged as follows:

<u>SUBJECT MATTER</u>	<u>CLAUSE NUMBER</u>
AGREED PROVISIONS	6
APPLICATION OF AWARDS	4
ARRANGEMENT	2
DATES AND PERIOD OF OPERATION	8
DECLARATION	5
PARTIES TO THE AGREEMENT	3
TITLE	1
WAGES	7

3. PARTIES TO THE AGREEMENT

The parties to this agreement are Semco Pty Ltd trading as Case Equipment Sales and all Clerks employed by the company 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:

Clause 6 HOURS (as varied by Clause 6 - Items 2 & 3 - of this agreement)

Clause 13A ANNUAL LEAVE LOADINGS (as varied by Clause 6-Item 4- of this agreement)

Clause 15 SICK LEAVE (as varied by Clause 6 - Item 5 - of this agreement).

5. DECLARATION

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

[Handwritten signatures and initials]
A W CS

6. AGREED PROVISIONS

1. Training will be conducted to optimise flexibility within sections of each Department of the Company and where feasible between Departments of the Company.
2. Flexible ordinary working hours will be introduced allowing the making up of time necessarily lost due to domestic or other needs (i.e. two (2) to three (3) hours). The application of sub clause 2 and 3 will not result in a variation to the ordinary hours of work exceeding an average of 38 hours per week over 52 weeks of the year.
3. Variable ordinary working hours will be introduced allowing the structuring of hours within each department to be varied to suit the specific operational requirements.
4. Annual leave loading (17.5%) will be paid weekly.
5. Sixty (60) days sick leave to be provided annually subject to medical certificates being presented for each absence. Untaken sick leave shall not accumulate. Any Family Care Leave is to be deducted from the sixty days and is subject to the same production of medical certificates.
6. An Incentive Scheme will be implemented and forms Appendix A to this agreement.
7. Subject to the Industrial Relations Act 1991 and the Income Tax Assessment Act (Commonwealth), part of an employee's salary can be paid in a form other than cash if the employee so requests in writing, provided that the employee may revoke this authority at any time.
8. Rostered Days Off (R.D.O.'s) - For employees entitled to R.D.O.'s the following guidelines apply:
 - a) All applications for an R.D.O. are to be submitted in writing at least 10 working days prior to the requested day. Each application is to be approved in writing prior to employee being eligible for the requested day.
 - b) applications received with a shorter notice than the 10 working days will be approved at the discretion of Semco.
 - c) R.D.O.'s can be accumulated to a maximum of 5. However, approvals and applications will be in accordance with paragraphs a & b.

R. J. P. S. H. B. L. CS. R.

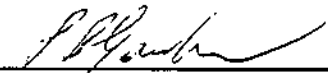
EMPLOYEE REPRESENTATIVES



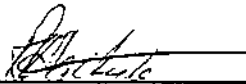
LINDA CAMERON



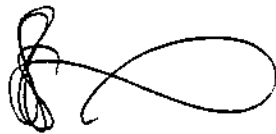
ELSIE DOGGETT



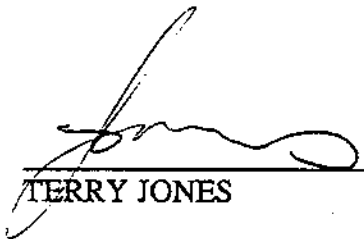
BRUCE GARDNER



RON HEATHCOTE



GEORGINA JAMIESON



TERRY JONES



PAUL READFORD



BRUCE TROLLOPE

C. Wisely

COLIN WISELY

CASE EQUIPMENT SALES1995 / 1996 INCENTIVE SCHEMEBASE PROGRAM CONDITIONS

<u>Commencement Date</u>	:	1st July, 1995
<u>Completion Date</u>	:	30th June, 1996
<u>Payable</u>	:	as per Schedule Below.
<u>Qualifying Conditions</u>	:	When each departmental performance exceeds the sales targets for each of the qualifying periods.
<u>Qualifying Periods</u>		<u>1/7/95 - 30/9/95 1/10/95 - 31/12/95 1/1/96 - 30/3/96 1/4/96 - 30/6/96</u>
<u>Months</u>		3 3 3 3
<u>Incremental Incentives</u>	:	To be paid based on the above qualifying periods.

General Conditions

At all times, the qualification for a payment is based on the sales actual for each quarter with a comparison against budget for the same period.

To qualify for the payment under any segment of the scheme, each participant must have been a full time employee of Case Equipment Sales for the full three month period - pro rata will not apply.

CASE EQUIPMENT SALES

1995 / 1996 PARTS INCENTIVE SCHEME

Participants (at 28/2/1995)

Bruce Gardner
Paul Readford
Terry Jones
Bruce Troilope
Colin Wisely
Rob Duncan

Period : 1st July, 1995 to 30th June, 1996

Base Program

An amount of \$250.00 per quarter per person will be paid for the achievement of Budget level Parts Sales. Each quarter actual must exceed the budget for sales for the same period.

Extension 1 - Sales

An additional amount of \$400.00 will be paid into the Parts pool for each \$10,000.00 Sales in excess of the Parts Retail Counter Budget. The same conditions as for the base program will apply.

Extension 2 - Stocktake

An additional amount of \$300.00 will be paid into the Parts pool if each of the six monthly stocktake variances is less than 2 % of Net Parts Inventory.

Extension 3 - Wholegoods Sales

An amount of 0.33 % of Net Sale Value will be paid into the Parts pool for each unit of Vibromax Compaction, Model 60 trencher or Shibaura which is sold from the Parts floor / showroom. Sales involving Sales Reps are excluded unless the lead is directly as a result of initial contact activity from Parts.

CASE EQUIPMENT SALES1995 / 1996 SERVICE INCENTIVE SCHEMEParticipants (at 28/2/95)

Phil Deaves	Dave Freeburn
Peter Blenman	Steve Lawrence
Steve Woods	Steve Axiak
Daniel Axiak	Andrew Wilson
Ramazan Gokdemir	Greg Bowmont
Jeff Jones	Ron Heathcote

Base Program

An amount of \$250.00 per quarter per person will be paid for the achievement of Budget level Sales. Each quarter actual must exceed the budget for sales for the same period.

Extension 1 - Labour Sales

An additional amount of \$400.00 will be paid into the Service pool for each \$20,000.00 sales in excess of the Service Retail Labour Sales budget. The same conditions as for the base program will apply.

Extension 2 - Workshop Parts Sales

An additional amount of \$400.00 will be paid into the Service pool for each \$20,000.00 sales in excess of the Service Parts Sales budget. The same conditions as for the base program will apply.

Extension 3 - Service Reworks

An amount of \$250.00 will be paid into the Service pool for each quarter. An amount of \$100.00 will be deducted from the amount for each Rework (regardless of value) which occurs during the period.

Extension 4 - Warranty Efficiency

An amount of \$600.00 per quarter will be paid into the Service pool for the achievement of an 85 % efficiency when comparing actual hours worked to standard CARES hours for Case Warranty. The performance is to be measured on average for each quarter.

CASE EQUIPMENT SALES

1995 / 1996 ADMINISTRATION & SALES INCENTIVE SCHEME

Participants (at 28/2/95)

Steve Zivkovich
Samantha Oraya
Georgina Jamieson
Linda Cameron

Base Program

An amount of \$250.00 per quarter per person will be paid for the achievement of Budget level Sales. Each quarter actual must exceed the budget for sales for the same period.

Extension 1 - Sales

An additional amount of \$100.00 will be paid into the Administration pool for each \$100,000.00 sales in excess of the New Sales budget for the quarterly year to date budget.

Extension 2 - Tenders

An additional amount of \$20.00 will be paid into the Administration pool for each successful quote or tender which is prepared by the Sales & Administration team.

Extension 3 - Direct Mail

An additional amount of \$50.00 will be paid into the Administration pool for each direct mail campaign which is completed by the agreed deadline.