

# ENTERPRISE AGREEMENT

NO: E.A. 263 /1996

DATE REGISTERED: 18-9-96

PRICE: \$ 10-00

**CASE CORPORATION PTY. LTD  
NEW SOUTH WALES CLERICAL  
ENTERPRISE AGREEMENT 1995**

1. TITLE

This Agreement shall be known as the Case Corporation 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 Case Corporation 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

INDIVIDUAL GRIEVANCE & DISPUTE SETTILING PROCEDURES

- 1 Any dispute or individual grievance 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 Director Human Resources.
- 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.

*[Handwritten signatures]*

- 3(a) 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).
- 3(b) Time off in lieu of paid overtime will be provided hour for hour and may be taken at a mutually convenient time to fit in with operational requirements. Accrual should be cleared by the end of the following month. Any accrual not cleared by this time will be paid out overtime rates.
- 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.  
  
The Company reserves the right to review this amount of sick leave for individual employees who use more than the award entitlement of sick leave per annum.
- 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. Performance reviews will be conducted twice yearly.

## 8. WAGES

- 1 An increase of 4% 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 153/95) which is comprised of Award Rate and Over Award Rate, as recorded in the Company's wages procedure.
- 2 The wage increases prescribed in this clause shall be applied to an employee's ordinary pay rate. "Ordinary Pay" shall mean the employee's award rate plus overaward payment. The ordinary pay rate after the increase for each employee party to the agreement is recorded in a written form in the wages record of the company, which will be maintained at the company's office.
- 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.

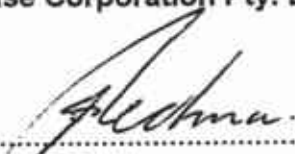
*[Handwritten signatures and initials]*

10. PREVIOUS ENTERPRISE AGREEMENT

This agreement is intended to replace the Case Corporation Pty. Ltd. NSW Clerical Enterprise Agreement 1995 number EA 153/95.


Signed for and on behalf of:

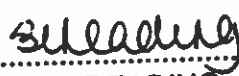
Case Corporation Pty. Ltd.

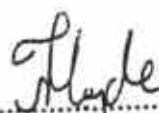
  
.....  
S. REDMAN  
DIRECTOR HUMAN RESOURCES

DATED THIS 1<sup>ST</sup> DAY OF JULY 1996

EMPLOYEE REPRESENTATIVES

  
.....  
SUSAN RAMADON

  
.....  
SIMONE READING

  
.....  
TANYA HYDE

  
.....  
DIANNE PEACHEY