

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/91

TITLE: Gordon & Gotch Limited (Belmore) Merchandisers & Data Collectors
Enterprise Agreement 1997

I.R.C. NO: 97/2071

DATE APPROVED/COMMENCEMENT: 6 May 1997

TERM: 3 February 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees located at 68-72 Kingsgrove Road, Belmore NSW, performing work within the scope of the Commercial Travellers (State) Award.

PARTIES: Gordon and Gotch Limited -&- National Union of Workers, New South Wales Branch





Enterprise Bargaining Agreement

between

Gordon and Gotch Limited



and

N.U.W.

Commercial Travellers (State)

to establish

The GORDON and GOTCH LIMITED(BELMORE)

Merchandisers & Data Collectors

ENTERPRISE BARGAINING AGREEMENT 1997.

TITLE

This agreement shall be known as the
**Gordon & Gotch Limited (Belmore) Merchandisers & Data Collectors
Enterprise Bargaining Agreement 1997**

ARRANGEMENT

This agreement is set out in the following manner:



Part 1 - Work Related Issues

1. Intent
2. Equal Employment Opportunity
3. Objectives
4. Hours worked per week.
5. Vehicle Safety
6. Wage Structure
7. Discipline
8. Multiskilling
9. Kilometre rate /car allowance
10. Adjustment to territories
11. Productivity Measures
12. Probationary Period

Part 2 - Technical Clauses

13. Application
14. Parties Bound
15. Life of Agreement
16. Dispute Settling/Avoidance Procedures
17. Relationship to Award
18. Signatories

Part 1 - Work Related Issues.

1 INTENT

The management and the employees will work to develop Gordon & Gotch's distribution business by providing high quality service in a responsible manner. This will build the future of the Company and the job security of its employees.

The Company proposes to:

- a) encourage harmonious relations and goodwill by developing mutual understanding through consultation and cooperation;
- b) further the growth and profitability of the Company for the benefit of all.
- c) support the introduction of new technology and associated change to enhance the company's competitive position
- d) advance the working conditions and living standards of employees.



2 EQUAL EMPLOYMENT OPPORTUNITY

The parties recognise that all employees have the right to a productive, harassment free and fulfilling working life.

The parties further recognise that discrimination in its various forms may prevent workers from participating fully in the operations of the company.

Accordingly, the parties agree that any form of discrimination on the basis of sex, sexuality, race, political or religious beliefs, age union activity or membership or any other form of discrimination, including sexual harassment, will not be tolerated in the workplace.

The parties shall abide by all applicable State and Federal laws relating to equal opportunity and protection from discrimination.

3 OBJECTIVES.

The parties agree to engage in a process of enterprise bargaining with the intention of providing increased efficiency and productivity for the Company and its employees

4 HOURS WORKED PER WEEK

The Company employs Merchandisers on the basis of the extent of the territory covered which would generally be 20 hours per week, however flexibility is required. There would be instances where less than 16 hours would be required.

For currently employed merchandisers at the time the agreement was ratified, who have advised they wish to alter their employment status from casual to part time, the Company accepts the minimum of 16 hours per week averaged over 28 days. This does not include weekend work. Any weekend work will be paid at the appropriate penalty rates.

The Company reserves the right , for future employees, to determine the number of hours worked and offer either part time or casual employment.

In country areas and for Data Collectors, employment will be on a casual basis where it is not possible to sustain 16 hours per week averaged over 28 days.

The Company is moving towards a system for the collection of returns which will reduce the workload for merchandisers. If employees are undertaking duties outside of their rostered ordinary hours, that merchandiser needs to inform the Merchandising Manager, who can make suitable arrangements. Work outside of ordinary hours will not be paid for unless approved by the Merchandising Manager in advance.



5 VEHICLE SAFETY

Procedures have been advised by the Company regarding removal & sending of display stands. These are reiterated below.

If a merchandiser wishes to place any type of air stand or promotional equipment into a newsagency, the option is available to utilise the Company's delivery system

This system also applies to the removal of any air stands, promotional stands etc.

If employees have specific concerns regarding the road worthiness or vehicle safety, these concerns should be brought to the attention of the Merchandising Manager in the first instance. Employees are to ensure Company products do not make the vehicle unsafe.

A Vehicle Safety Check Policy will be formulated within 3 months of the date of the ratification of the agreement.

6 WAGE STRUCTURE

Grading Structure

Two gradings will apply:

1. Data Collectors
2. Merchandisers

Employment status

Merchandisers are employed on a casual basis. However Gordon & Gotch Limited has no objection to any merchandiser wishing to change his/her status to a part time position. It is understood that some merchandisers may need or wish to remain employed on a casual basis.

WAGE INCREASE

Data Collectors will remain under the Award, moving in accordance with the Award, on the basis of casual employment.

Data Collectors are subject to the following:

- Limited activity
- The number of hours worked is small and would not sustain the number of hours required for part time employment.

Merchandisers

The hourly Casual rate which has been in effect since 2nd September 1996 is \$13.75 per hour.

As from 3rd February, 1997, the new Casual rate is to be \$14.78 per hour.

This equates to \$11.37 per hour for part time merchandisers.

Effective from 2nd February 1998, a further wage increase will flow onto the employees

Casual \$15.18 per hour.

Part time \$11.68 per hour.

NOTE: The casual rates of pay contained in this agreement include annual holiday provision of 1/12 of the employees ordinary rate of pay and a 20% casual loading.



Backdated Holiday Pay

To those currently employed employees at the time the agreement was ratified, who wish to alter their employment status from Casual to Part time,, the Company will grant a once only ex gratia benefit of three (3) days annual leave. This leave is to be taken within twelve (12) months from the date of ratification. Requests for leave should be put in writing and will be granted subject to the operational requirements of the Company.

7 DISCIPLINE

The employer reserves the right to discipline and terminate if necessary any employee guilty of misconduct, poor performance or any other action warranting dismissal - summary or otherwise. Employees shall take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.

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8 MULTISKILLING

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi skilling may extend by agreement between the Company and an employee to allow the employee to perform any work within the scope of his/her skills, competence and ability. Multiskilling will be subject to the operational requirements of the Company.

Discussions will take place with a view to reaching agreement for employees to perform a wider range of tasks, removal of demarcation barriers and participation in additional training.

9 KILOMETRE RATE

Subject to the guidelines for payment of kilometres travelled for each kilometre travelled by employees while undertaking Company duties, employees shall be paid at a rate of \$0.45 per kilometre for the use of their own vehicle.

Proof of kilometres travelled shall be provided for on the "Car Reimbursement Allowance" form.

Any Award increase would be reflected in a parallel increase for the life of this agreement. There will be no weekly car allowance.

Guidelines for Payment of Kilometres Travelled.

1. If a merchandiser lives within their defined working territory, payment will be from first call to last call.
 2. If a merchandiser lives outside the territory:
 - a) car allowance shall be paid from the point of entry into the defined working territory and shall be paid for each kilometre travelled until he/she reaches the boundary of the territory which will generally occur after the the last call has been completed.
- OR**
- b) if the Company instigates a change to the territory, payment will be negotiated between the Company and the relevant Merchandiser.



An additional \$2.15 per week air conditioning allowance will be paid if applicable.

10 ADJUSTMENT TO TERRITORIES

The Company reserves the right to adjust territories to suit the Company's requirements. It is envisaged that there will be appropriate consultation with Merchandisers prior to any territory changes. Employees will be given a minimum of seven (7) days notice.

The Company will work towards assigning territories which are reasonable and practicable for all concerned.

11 PRODUCTIVITY MEASURES

The parties agree that an effective range of performance indicators is necessary to monitor the efficiency, flexibility, quality and customer service standards of the Company. These performance indicators will be used to measure the critical success factors of the operation in achieving real gains in productivity, efficiency and flexibility.

Productivity

- absenteeism
- quantity and quality of allocated tasks

Quality

- customer complaints,
- error rate of allocated tasks
- display material wastage

Skills and Training

- individual commitment to updating and/or enhancing work and workplace related skills.
- attendance at training programmes/ sessions.
- level of skill possessed by workforce and flexibility of same to ensure skill balance and effectiveness in each section/department.



12 PROBATIONARY PERIOD

For new employees, there will be a three month period from commencement date during which either the Company or the Merchandiser may terminate the employment by giving one weeks notice

The probationary period is not a guaranteed period of employment nor shall it affect the right of the Company to terminate the employee guilty of misconduct or any other need for a justified termination.

Confirmation at the end of this period will be subject to a satisfactory performance review.

Part 2 Technical Clauses

13 APPLICATION

This Agreement shall apply to Gordon and Gotch Limited (Belmore) located at 68-72 Kingsgrove Road, Belmore, NSW in respect to all its employees performing work within the scope of the Commercial Travellers (State) Award.



14 PARTIES BOUND

This agreement shall be binding upon Gordon and Gotch Limited (Belmore), its employees and the National Union of Workers NSW Branch and applies to all employees performing work within the scope of the Commercial Travellers (State) Award. The above parties accept that this agreement was reached without duress.

15 LIFE OF THE AGREEMENT

This agreement shall operate from the first pay period to commence on or after [the date of ratification] and shall remain in force until 3rd February, 1999.

16 DISPUTE SETTLEMENT / AVOIDANCE PROCEDURES.

The parties to this Agreement shall at all times seek to eliminate disputes which result in , but not limited to, stoppages, bans or limitations to production.

It is agreed the parties to this Agreement shall confer in good faith with a view to resolving matters through direct consultation.

The parties further agree that all grievances, claims or disputes shall be dealt with in the following manner to ensure the orderly settlement of the matters in question.

The employee concerned , with or without their union delegate, will raise the issue with the territory coordinator.

In the event that the issue is not resolved at this level, the matter will be discussed with the Merchandising Manager or his/her representative and an official of the Union, or other representative elected by the employee.

If the matter remains unresolved, either party may refer the issue to the Industrial Relations Commission for assistance in settlement.

During the preceding steps, the status quo that existed prior to the grievance will remain without prejudice to either party.

17 RELATIONSHIP TO THE AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Commercial Travellers (State) Award provided that to the extent of any inconsistency between the Award and this Agreement, the latter will prevail.

Subject matter not dealt with by the Enterprise Bargaining Agreement shall be dealt with by the Commercial Travellers (State) Award.



18 SIGNATORIES

For and on behalf of Gordon and Gotch Limited

[Handwritten signature]
.....

Company Representative

[Handwritten signature]
.....

Witness

Date 12 May '97



For and on behalf of the National Union of Workers/ NSW Branch.

[Handwritten signature]
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Secretary

.....

Witness

Date 16.5.97