

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/300

TITLE: M. Collins & Sons (Contractors) Pty Ltd (Mechanical Fitters) Enterprise Agreement

I.R.C. NO: 2001/6054

DATE APPROVED/COMMENCEMENT: 8 October 2001

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/97

GAZETTAL REFERENCE: 9 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 10

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** Applies to all employees engaged as mechanics

PARTIES: M Collins & Sons (Contractors) Pty Ltd -&- Paul Reyntjes, Geoffrey Robinson



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OFFICE OF THE INDUSTRIAL
REGISTRAR

M. COLLINS & SONS (CONTRACTORS) PTY LIMITED

MECHANICAL FITTERS ENTERPRISE AGREEMENT

June 2001

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1.0 PARTIES TO AGREEMENT

This enterprise agreement is entered into between M. Collins & Sons (Contractors) Pty. Limited ("the Company") and the employees of the company within the occupations of mechanics.

2.0 TITLE OF AGREEMENT

The agreement shall be known as the "M. Collins & Sons (Contractors) Pty. Limited (Mechanical Fitters) Enterprise Agreement.

3.0 INTENTION

The agreement will apply only to those employees in the occupations identified and engaged by the company at its operations located at:

- (1) Mechanical workshop(s) - Unit 1/5 Fox St, Narellan

4.0 EMPLOYMENT OF TRAINEES/APPRENTICES

Nothing in this agreement precludes the company from employing trainees/apprentices at the mechanical workshop(s) located at Unit 1/5 Fox St Narellan, who will be governed by a separate agreement or award.

5.0 DURESS

This agreement is an enterprise agreement freely entered into by the employer and employees and without duress by any party.

6.0 INCIDENCE AND DURATION

The agreement will partially regulate the terms and conditions of employment previously regulated by the Metal, Engineering and Associated Industries (State) Award ("the Award") or any other award that replaces that award during the period of this agreement and thereafter until this agreement is rescinded.

This agreement will operate from the date of ^{certification} registration and remain in force for a nominal period of one (1) calendar year unless varied or terminated earlier by the provisions of the Industrial Relations Act 1996.

7.0 OBJECTIVES

The objectives of the agreement are to establish an enduring and profitable enterprise through the efficient and effective provision of high quality services that will be beneficial to the employees, the company, its clients and the community.

8.0 NORMAL WORKING WEEK

- (i) The working week will comprise any five (5) days between Monday and Saturday inclusive.
- (ii) The mechanical workshop manager will be responsible for the allocation of the roster to satisfy demands of the workshop.
- (iii) The workshop manager will endeavour to give the employees at least twenty four (24) hours notice of any changes to the roster.

9.0 HOURS OF EMPLOYMENT

- (i) The ordinary hours of employment shall be an average of thirty eight (38) hours per week exclusive of meal breaks averaged over fifty two (52) weeks of the year.
- (ii) The ordinary hours of employment shall not exceed seven hours (7) and thirty six (36) minutes per day.
- (iii) The working day shall commence between the hours of 5:00am and 9:30am as required by the workshop manager.
- (iv) It is the responsibility of the workshop manager to advise the employees of the required starting time, to satisfy work load demands, by roster or other agreed means.
- (v) Rostered Day Off:
 - (a) Employees who work eight (8) hours or more on any normal working day shall be paid for seven (7) hours and thirty six (36) minutes at ordinary pay and will accrue as an entitlement twenty four (24) minutes towards a rostered day off.
 - (b) Employees are entitled to accrue a *Rostered Day Off* entitlement up to a maximum of five (5) days. Rostered days off are to be taken on a day or any combination of days mutually acceptable to both the employee and the workshop manager having regard to the workload demands.

10.0 WAGE RATES

The agreed ordinary hours wage rate for mechanics party to this agreement is twenty dollars (\$20.00) per hour.

11.0 OVERTIME

- (i) Hours worked in excess of forty (40) hours per week will be paid at the hourly rate of twenty (\$20.00) per hour.
- (ii) The working of hours in excess of forty (40) hours per week shall be voluntary.

12.0 PAYMENT OF WAGES

- (i) Employees shall be engaged by the week and paid weekly.
- (ii) The pay week shall mean the period between Thursday and Wednesday inclusive.

13.0 MEAL BREAKS

On each working day there shall be an unpaid meal break of thirty (30) minutes taken between the hours of 11:00am and 2:00pm.

14.0 CALL OUT/BREAKDOWN

- (i) The employees agree that in the case of any emergency or breakdown they will report for work as directed by the workshop manager.
- (ii) An employee called out outside of ordinary hours will be paid the rate of thirty (\$30.00) dollars per hour worked with a minimum four (4) hours pay.
- (iii) An employee who is placed on call shall be paid an on call allowance of fifty (\$50.00) dollars per day.
- (iv) An employee called out on a Sunday will be paid the rate of thirty (\$30) dollars per hour with a minimum four (4) hours pay.
- (v) An employee called out on a public holiday will be paid the rate of forty (\$40) dollars per hour with a minimum four (4) hours pay.

15.0 ANNUAL LEAVE

Annual leave is as prescribed in the Annual Holidays Act 1944 or any other Act that replaces that Act.

16.0 PUBLIC HOLIDAYS

Public Holidays shall be those days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed together with such days as may be proclaimed by the Government.

17.0 LONG SERVICE LEAVE

Long service leave shall be in accordance with the Long Service Act 1955 or any other Act that replaces that Act.

18.0 SUPERANNUATION

Employees' superannuation payments will be in accordance with the Federal Government's Superannuation Guarantee Charge Legislation.

19.0 SICK LEAVE

An employee with not less than three (3) month's continuous service who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of the course of employment shall be entitled to be paid leave of absence subject to the following conditions and limitations:

- (i) The employee shall before the ordinary starting time on the first day of absence inform the employer of his inability to attend for duty and as far as practicable state the nature of such illness or injury and the estimated duration of the absence.
- (ii) The employee shall furnish to the employer such evidence as the employer may reasonable desire that he was unable by reason of such illness or injury to attend work during the period which sick leave is claimed.
- (iii) The employee shall be entitled to five (5) days sick leave in the first year of service and in the second and subsequent years of service to eight (8) days sick leave per annum.
- (iv) The rights under this clause shall accumulate from year to year for continuous periods of service only. No right to payment of accumulated sick leave passes on termination of employment by either the employee or employer.

20.0 DISPUTES & INDIVIDUAL GRIEVANCE PROCEDURES

- (i) It is the intention of this clause to implement procedures to resolve individual employee grievance promptly by conciliation and consensus between both the employer and employee without work restrictions, bans or stoppages occurring.
- (ii) The following procedures are to be adopted in the resolution of individual employee grievances:
 - (a) An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within twenty four (24) hours.
 - (b) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further twenty four (24) hours.
 - (c) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further twenty four (24) hours.
 - (d) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided that grievance has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) Should the grievance still remain unresolved the employee and senior management may agree to the involvement of the Executive Director of the New South Wales Road Transport Association to hear and attempt to resolve the grievance.
 - (f) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
 - (g) Whilst the above procedures are being followed normal work shall continue.

21.0 CONDITIONS OF EMPLOYMENT

- (i) (a) Employees are required to hold a Motor Mechanics Tradesperson Repair Certificate Issued by the Motor Vehicle Repair Industry Council or any body that replaces that body.
- (b) An employee who does not hold a tradesperson's certificate shall obtain a provisional certificate pending qualifying for a Tradesperson's Certificate.
- (c) The employer will provide assistance to an employee in obtaining the necessary certification.
- (ii) Employees shall be required within twelve (12) months of service to obtain a *Heavy Vehicle Licence* and the employer shall assist the employee to obtain the licence with the use of a suitable vehicle provided the assistance is given at a convenient time as determined by the employer.
- (iii) Employees will be required pursuant to this agreement to supply their own hand tools typically used in the maintenance and repair of the Company's equipment.
- (iv) The employee's blood must be free of alcohol and prohibitive substances whilst at work.
- (v) (a) Employees agree to undertake a medical assessment to ascertain suitability and fitness for the duties undertaken.
- (b) The medical assessment shall be carried out by the company's nominated licensed medical practitioner.
- (c) It is understood that the company may act on the results of such medical examination reports.
- (d) The result of such medical reports shall be treated by the company with strict confidence.
- (e) The employees agree to adopt a "safety first" approach to the workplace and further agree to accept responsibility to report unsafe situations and work practices to the workshop manager.
- (vi) Employees agree to comply with the responsibilities recorded in document D2: Mechanics Responsibilities within the company's Masterfile Roadworthiness Accreditation System as required as part of the Roads and Traffic Authority's Alternative Compliance Scheme.
- (vii) Employees agree to undertake training provided or arranged by the employer to learn skills to enable efficient productive maintenance of the company's equipment.
- (viii) (a) The employees undertake to carry out their duties in accordance with the *Workshop Occupational Health and Safety Manual* currently being documented.
- (b) The employees agree to comply with the requirements of the *Environmental Management System* applicable to the Narellan Workshop and Depot.

21.0 CONDITIONS OF EMPLOYEEMENT CONT'

- (ix) (a) It is the company's policy to issue written warning to an employee in regard to unsatisfactory performance or attitude to work.
- (b) Written warnings will be issued by the workshop manager.
- (c) Disregard of written warnings will render the employee liable to termination.
- (d) Employees will be instantly dismissed for wilful misconduct, neglect of duty, malingering inefficiency or pilfering.

22.0 PROBATIONARY PERIOD

Employees commencing employment with the company agree to a twelve (12) week probationary period. The purpose of the probationary period is to enable a reasonable evaluation of the employee's work skill in relation to the demands of the workplace. At the end of the probationary period the employer has the right to terminate employment where the employee is unsatisfactory. The employer will provide seven (7) days written notice to the employer of termination under this clause.

23.0 PARENTAL LEAVE

Maternity, Paternity and Adoption Leave shall be granted in accordance with provisions of the Industrial Relations Act 1996, Chapter 2, Part 4, Division 1.

24.0 BEREAVEMENT AND COMPASSIONATE LEAVE

- (i) On occasion of death of an employee's mother, father, wife, husband (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of satisfactory evidence to the employer, the employee shall receive a maximum of three (3) days leave on full pay.
- (ii) The employer may at its discretion, grant an employee compassionate leave up to a maximum of three (3) days per service year on full pay.

25.0 JURY SERVICE

When required to attend jury service the employee shall be granted leave of absence and be paid by the employer an amount equal to the difference between the amount received by the court for jury service and the ordinary time rate the employee would have been paid had the employee worked.

26.0 ANTI-DISCRIMINATION

- (i) It is the intention of the parties to this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

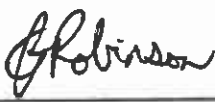
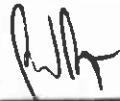
Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

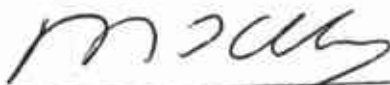
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

27.0 SIGNATORY PAGE

Employees

Name	Signature	Date
Geoffrey Robinson		7.9.2001
Paul Reyntjes		7.9.2001

On behalf of M Collins & Sons (Contractors) Pty Limited.



Matt Collins

07.09.01.

Date

EBA M Collins & Sons Signatory Page ym


8 October 2001.