

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/235

TITLE: **Red Australia Equipment Sydney Branch Enterprise Agreement 2003**

I.R.C. NO: IRC3/5999

DATE APPROVED/COMMENCEMENT: Approved 31 October 2003/Commenced 1 October 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/258

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Red Australia Equipment located at 7 Welder Rd, Seven Hills, NSW who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Red Australia Equipment Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales

RED AUSTRALIA EQUIPMENT PTY LTD

**RED AUSTRALIA EQUIPMENT
(SYDNEY)**

**Service
ENTERPRISE AGREEMENT
2003-2005**

**24 August 2003
Final**

RED AUSTRALIA EQUIPMENT SYDNEY
CERTIFIED AGREEMENT 2003

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Signatures

1. Title

This Agreement shall be referred to as the Red Australia Equipment Sydney Branch Enterprise Agreement 2003.

2. Application and Incidence of Agreement

- 2.1 This Agreement shall apply at the establishment of Red Australia Equipment at 7 Welder Road Seven Hills NSW, in respect to the employers Sydney operations.
- 2.2 The incidence of this Agreement shall be prescribed by Clause 1.5 of the Metal, Engineering and Associated Industries (State) Award as amended, insofar as those provisions relate to the parties referred to in clause 3 - Parties bound by this Agreement.

3. Parties Bound

This Agreement shall be binding on:

- (a) Red Australia Equipment Pty Limited trading as Red Australia Equipment Pty Ltd Sydney Branch;
- (b) All service employees engaged in any of the occupations, industries or callings specified in the Metal, Engineering and Associated Industries (State) Award as amended.
- (c) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union New South Wales Branch.
- (d) Australian Workers Union, New South Wales Branch.

4. Date and Period of Operation

- 4.1 This Agreement shall operate from the beginning of the first pay period to commence on or after the first pay period after the date of acceptance 1 October 2003 and shall remain in force until 1 October 2005.
- 4.2 The Agreement shall be subject to continuous monitoring and review periods of no less than four (4) weeks to ensure that expected performance improvement actually occurs. In particular, adverse movement in the productive performance measures will be a primary trigger for the review procedure.
- 4.3 Accordingly, in the event that performance fails to match expectations, or subsequently deteriorates, the following steps will be taken:
 - (a) The Consultative Committee will investigate and determine the potential cause(s) for shortfall in performance.
 - (b) Where causes are determined, a plan for corrective action will be developed and implemented in order to regain the appropriate performance against the performance measures.
 - (c) Where the Consultative Committee is unable to determine potential cause(s) the Consultative Committee and National Manager Human Resources shall be informed. Every effort shall be made to identify and rectify the potential cause(s).

4.4 The Parties to the agreement together with the Consultative Committee will commence renegotiation of the future agreement no earlier than three months prior to expiry of this agreement.

5. Relationship to Parent Award and Previous Agreement

This Agreement shall be read and be interpreted, wholly in conjunction with the Metal, Engineering and Associated Industries (State) Award, as amended from time to time - provided that where there is any inconsistency between this Agreement and the Metal, Engineering and Associated Industries (State) Award - this Agreement shall take precedence to the extent of the inconsistency.

6. Wage Increase

6.1 The wage increases prescribed by this Clause shall be applied to the employees' base rate of pay which is defined as the wage classification and tool allowance the employee is classified as applied as at 30 September 2003.

A wage increase of 3.5% will be applied to the company base wage effective from 1 October 2003.

6.2 A second increase of 3.5% shall be paid 12 months from the first pay period to commence on or after the 1st of October 2004. The second increase shall also apply to the company base rate.

6.3 Any Safety Net or National Wage Case increases will be absorbed in the increases provided by this Agreement. Tool, first aid and leading hand allowances will continue to be indexed and increased as per the award.

7. Competency Standards

The parties agree to continue to apply and review the principles and guidelines of the National Metal and Engineering Competency Standards.

8. Years of Service Payment

All employees covered by this agreement will be entitled to a Year of Service payment for each completed year of service. This rate shall be in addition to the base rate and shall apply as per the following table.

Completed year	Amount per week	Total accumulated service amount per week
1st completed year	\$5.00 per week	\$ 5.00 per week
2nd completed year	\$5.00 per week	\$10.00 per week
3rd completed year	\$5.00 per week	\$15.00 per week
4th completed year	\$2.50 per week	\$17.50 per week
5th completed year	\$2.50 per week	\$20.00 per week
6th completed year	\$2.00 per week	\$22.00 per week
7th and each year thereafter	\$2.00 per week	\$24.00 per week

Apprentices who have served their time with the company will on commencement with the company be entitled to the payment in accordance with the period of time served with the company.

9. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

Measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility are being implemented. Employees will continue to review and propose improvements encompassed in this clause and prior agreements.

9.1 Rostered Days Off

Employees who work on their RDO's shall have their non taken RDO added to a bank which can be accessed as detailed below.

- 9.1.1 Field Service Technicians shall accrue Rostered Days Off to a period of 5 days. When the accrual reaches 32 hours the employee will be asked to state if their intention is to take the accrued RDO's in a block of 5. If an application to take the accrued RDO's as a block of 5 is not received within 1 week of the 5 days being accrued the accrued RDO's will be paid out at single time rates automatically.
- 9.1.2 Workshop employees can elect to have one day off per month subject to operational requirements.
- 9.1.3 Workshop employees will also be eligible to use 10.1.1, however they must remain on this system for a period of 12 months.
- 9.1.4 At any time an employee may elect to have their accrued RDO balance paid out at single time rates.
- 9.1.5 Payment of RDO's will be via the payroll in the next pay period after the application to have them paid is received.

9.2 Sick Leave

- 9.2.1 Employees shall be entitled to not more than two sick leave days per annum without production of a medical certificate from a qualified medical practitioner. Payment will not be made for days taken above this entitlement without a certificate from a qualified medical practitioner.
- 9.2.2 All Sick Leave taken before or after a gazetted public holiday, annual leave, long service leave or rostered day off shall be supported by a medical certificate from a qualified medical practitioner. Payment will not be made for sick leave claimed without a certificate from a qualified medical practitioner.

9.3 Training

Each employee shall undertake all training at single time rates. Training may be scheduled after normal working hours and on Saturdays. Training will not be scheduled on Public Holidays or Sundays. Saturday training will occur if the training is relevant to the employee's employment or be recognised in the competency standards. When training exceeds beyond normal meal break times the company will provide either (at its discretion) a light meal or the meal allowance as determined by the award. A maximum of 40 hours training will be undertaken per year outside working hours unless by mutual agreement between management the employees involved.

9.4 Callout Roster

It is agreed by both parties to negotiate or discuss during the life of this agreement for a call out roster/procedure to be incorporated as a variation to this agreement or as a new certified agreement for implementation during this or future agreements.

9.5 Service Meetings

The employees and company understand the need for effective communication to discuss relevant operational, safety and general business matters. Should such meetings be required to be held outside of working hours, payment for attendance is included in the wage increases as clause 6. The company do not anticipate that such meetings will be held more than monthly and not of a duration longer than 1 hour. The company will endeavour to notify employees of the meeting at least one week in advance.

9.6 Service Vehicles

- 9.6.1 All service employees allocated a company vehicle agree to maintain the vehicle in a clean and ordered state inside and out at all times. Employees are required to complete this task in their own time and no additional labour costs will be borne by the company. Should employees be unable to wash their vehicles at their own premises, the company wash bay facility may be utilised.
- 9.6.2 All service employee agree to carry out minor maintenance to their allocated vehicle, limited to,
- 9.6.2.1 Change of light globes, wiper blades and minor loose hardware and fittings
 - 9.6.2.2 Change of engine oil, oil filter, blow out air elements, all at the manufacturers recommended change periods
 - 9.6.2.3 Check and top up other fluids as required
 - 9.6.2.4 Identify when other repairs are due and report them promptly to their supervisor. Examples include but are not limited to, brakes, tyres, steering, engine and drive train problems
 - 9.6.2.5 All materials required for the maintenance will be supplied by the company.
- 9.6.3 Field service vehicles are to be made available for company use at any time in accordance with the sub causes below.
- 9.6.3.1 Allocated vehicles made idle by employee illness, accident or holiday for a period greater than 5 working days are to be returned to the company for locked storage.
 - 9.6.3.2 Field service vehicles made idle may at the discretion of the company be utilised at anytime by other field service employees. A check of condition, appearance, tooling and parts stock before and after use will be undertaken. The field technician temporarily allocated the vehicle will be responsible for this procedure and returning the vehicle to the same or better condition as it was left.
 - 9.6.3.3 Field service technicians will have suitable transport arrangements made for their return to work if their service vehicle was returned to the company during a period of 5 working days.

9.7 Delegate Training

Red Australia understands the importance of the workplace union delegate. To this RED agrees to grant the union delegate to attend paid training every year. Prior to leave being granted the workplace union delegate shall endeavour to provide a summary of the course content with a view to determining if the content of the course is relevant to the Industrial Relations issues faced by the company. On granting of the leave RED will pay the wages for the delegate during the training and record the training on the individuals training record. Granting of the leave shall be also considered in the context of operational requirements. Paid trade union training leave shall not exceed 5 days per year and shall not accumulate.

9.8 Hours of Work

Ordinary span of hours from 6am to 6pm Monday to Friday. Employees are required to be on the job at the nominated start time as specified at the customer's premises. Break times are as for the workshop except the Field Serviceperson's break may be taken to fit in with the customer but must be taken within 5 hours of starting work. Employees will cease work at the completion of their ordinary hours for the day unless overtime has been granted by the authorised supervisor.

Time taken to travel to the customer's premises, to allow an on-site start at the nominated start time, which is in excess of the time normally taken by the Service person to travel from his usual place of

residence to the Seven Hills branch will be paid at travel time rates as provided under the Award. The same conditions would apply when travelling away from the customer's premises at the end of the day. The company may require any employee to work reasonable overtime. Overtime will not under any circumstances be worked unless first authorised.

9.9 Staggered Start and Stop Times

The employees agree to work on shifts within the normal span of hours on a rotating basis. The shifts will be:

- (A) 6.00am start and 2.30 pm finish
- (B) 7.30am start and a 4.00 pm finish
- (C) 9.30am start and a 6.00 pm finish

Unless by mutual agreement normally 50% of all available employees will work Shift B on any one day.

9.10 Cleanliness and Waste

9.10.2 Clean up or have cleaned up any off cuts, waste product or spilt oil during or immediately after each operation.

9.10.3 Maintain amenities with due respect for employees.

9.10.4 Turn off all unnecessary power when not in use as well as oil, water, air, fuel.

9.11 Tools and Equipment

Employees are to care for all tools and equipment during use and return items to store or appropriate storage location immediately after use.

9.12 Union access

In the interests of communication and consultation the employer agrees to continue to allow access to officials of the union party to this agreement to speak to members on legitimate union business.

Any such discussions will be either on non-working time or at a time mutually agreed between the employer and the union and shall not unduly interfere with the progress of work. Union officials shall make an effort to notify the employer of such a visit in advance and will contact the office on arrival to advise the employer of his or her presence on site. The union official, as all visitors are required to do, will sign the visitors' book as per the branch safety procedures.

9.13 Delegate Role

The employer shall recognise the role and responsibilities of the employee union representatives in facilitating communication and dispute resolution between the employer and the members they represent. Upon being advised that an employee has been elected as an employee union representative the employer agrees to allow that delegate reasonable opportunities to hold discussions with fellow member employees on matters which affect them and to raise any concerns with the employer on behalf of fellow member employees.

Subject to the prior approval of the employer an accredited delegate shall be allowed a time and place designated by the employer a reasonable period of time to interview a duly accredited union official of the union to which he belongs on legitimate union business.

These provisions must be read in the context of the existing consultative processes which have been successfully established and which the parties acknowledge will remain the primary vehicle for discussions about workplace change, workplace information and resolution of workplace issues.

9.14 Facilitative Clause

The parties agree any facilitative provisions which may be introduced into the parent award during the life of this agreement may only be introduced by agreement between RED, the employees affected by the proposed introduction of the facilitative provision and the Unions.

9.15 Apprentices

Apprentices will be paid the company base rate in accordance to the following scale and their successful completion through the apprenticeship scheme.

First Year	42%
Second Year	55%
Third Year	75%
Forth Year	88%

Apprentices shall receive payment for time spent at TAFE training and for examination periods pending satisfactory performance and progression through the apprenticeship.

9.16 Personal Careers Leave

For the purposes of personal careers leave employees shall be entitled to use Sick Leave, Unpaid Leave, Annual Leave, Time in lieu of payment for overtime, Make up Time and Rostered Days Off in accordance with the following provisions.

9.16.1 Use of Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause any current or accrued entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use leave in accordance with this subclause is subject to:
 - (i) The employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic bases although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absences. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone on the day of absence.

9.17 Superannuation

Employees covered by this agreement shall continue to have the employer contributions paid at the Superannuation Guarantee legislation.

The employer superannuation contributions shall continue when an employee is on workers compensation that has been accepted by our workers compensation insurer.

9.18 Annual Leave Loading

Employees covered by this agreement during a period of annual leave shall receive a 25% loading calculated on the ordinary rate. The loading shall not apply to pro rata leave on termination.

10. No Disadvantage

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

11. Redundancy Provisions

Red Australia Equipment has a redundancy policy that will remain in place for the term of this agreement.

The current policy is to provide:

- i) 3 weeks per year of service. Incomplete years of service will be recognised on a pro rate basis.
- ii) Annual leave and Long Service Leave will be available as provided for as per the relevant state acts.
- iii) Notice or payment in lieu of notice will be given or paid in accordance with the requirements in the relevant parent award.
- iv) Payment will be capped at 52 weeks salary.

All other award procedures will be fully adhered to and followed.

12. Casual and Contract Employees

It is the intention of Red Australia Equipment to employ permanent full time employees. Casual or contract employees may be engaged subject to the employment / job needs within the branch or department.

Circumstances where this may be the case include but are not limited to when there is insufficient justification for either permanent or part-time employment or because of insufficient or irregularity of workload.

The company has the principle that the company will, up to three months, review the casual or labour hire employee with the view to place them as a permanent employee. Consultation with employee representatives will occur should casuals or contractors be required.

All casual / contract labour shall be paid no less than the ordinary time shop rate of the equivalent classification and appropriate loadings as per the award.

13. Consultative Committee

A workplace Consultative Committee comprising representatives of site management and site employees shall be established.

The Committee shall consist of the Site Manager and two employees, to be nominated by the majority of employees on the site, which shall meet regularly at dates to be agreed.

A representative of Red Australia Equipment will be the chairperson of this Committee. The chairperson shall have no casting vote rights.

This Committee has an ongoing role to foster consultation and co-operation as well as the goals of productivity, efficiency and flexibility.

The Committee shall:

- (a) formulate key performance indicators to serve as a measure for productivity and customer service improvements;
- (b) monitor the successful implementation of this Agreement and the achievement of key performance indicators; and
- (c) consider matters likely to have an impact on the performance and/or structure of the business and agree on changes necessary in response to these matters.
- (d) Supply agenda items to the OH&S committee as necessary

The Company will provide the Committee with such information as is necessary to ensure its effective operation. Members of the Committee shall each be responsible for the confidentiality of any sensitive documents tabled during Committee proceedings.

In the event that the Committee is unable to reach agreement on the implementation of any matter proposed by the Company, the matter shall be resolved in accordance with the dispute settlement procedures in Clause 17.

14. Agreement to Be Displayed

The Company shall ensure that copies of this Agreement are displayed at all times in a prominent place on site.

15. New Employees to Be Informed of Terms of Agreement

The Company shall not offer employment to applicants for employment without first advising the applicant of the existence of this Agreement and providing access to a copy for perusal. And that any award employment shall be subject to this agreement.

16. Procedures Relating to Grievances of Individual Employees

The following procedure will apply when an individual employee has a grievance:

- (a) The employee shall notify his/her immediate supervisor as to the substance of the grievance, request a meeting with the supervisor and indicate the remedy being sought.
- (b) If the grievance remains unresolved following the requested meeting, it shall be the subject of further discussions between the employee and the Company on a graduated basis with a view to resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level authority.
- (d) At the conclusion of the discussion, (if the matter has not been resolved) the Company shall provide a response to the employee's grievance, including reasons for not implementing any proposed remedy. While the procedure is being followed, work shall continue as normal, and;
- (e) The employees may elect to be represented by the Union representative (or nominee) on site at the initial discussion.

17. Procedures Relating to Disputes Between the Company and Employees

Commitment of Procedure

The parties shall take all necessary steps to ensure that delegates, officers, officials, employees/Union members and Company executives and staff follow the procedure set out below. The intention is that any dispute shall be promptly resolved by discussions in good faith without work restrictions, bans, stoppages or lockouts occurring.

The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.

The Procedure

- (a) In the event of a dispute or difficulty arising at job level, the employee(s) concerned and/or the Union delegate and the relevant supervisor and/or other management will immediately confer and attempt to resolve the matter without delay.
- (b) If no agreement is reached, a Union organiser (or their nominee) will discuss the matter in dispute within 48 hours with the relevant Manager (or their nominee).
- (c) Following the above procedures, the National Manager - Operations of Red Australia Equipment in the business (or their nominee) and the State Secretary of the Union (or their nominee) will confer about the dispute. The purpose of these discussions will be to attempt to resolve the matter as early as possible.
- (d) Following the procedures described in paragraph (c) the Managing Director of Red Equipment Australia in the business (or their nominee) and the State Secretary of the union (or their nominee) will confer about the dispute. The purpose of these discussions will be to attempt to resolve the matter as early as possible.
- (e) The parties agree to ensure that the status quo is maintained during the procedure referred to in this Clause without limiting the Company's right to reasonably exercise its managerial prerogative.

Right to Refer to the Commission

- (a) Following the exhaustion of all the procedures outlined above, Red Australia or the Union (or nominee) may refer the matter either by agreement or individually to the Commission.
- (b) The above steps shall not preclude reference of a dispute to the Commission at any stage of this procedure if Red Australia or the Union believes it necessary.

Continuity of Work

Pending the completion of the procedure set out in this Clause, work shall continue as required without interruption and the parties agree to use their best endeavours to ensure that continuation.

Preservation of Rights

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued without interruption.

Procedure and Obligations

The procedure and obligations contained in this Agreement shall be equally binding on Red Australia, the Union and employees. The decision of the Commission shall be accepted and adhered to by Red Australia, the Union and employees subject to appeal and other rights under the Industrial Relations Act 1996.

18. No Extra Claims

The Employer and the Unions agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement except where consistent with this agreement or State Wage Case Decisions.

19. Duress

No party in this agreement entered this agreement under duress.

BY THE COMMISSION

COMMISSIONER

SIGNED for and on behalf of)
RED AUSTRALIA EQUIPMENT)
PTY LIMITED)
(ACN 080 792 730)

.....
Peter Leontis (Date)
Sydney Service Manager

.....

Brad Grunwald (Date)
General Manager

Signed on behalf of the Employees of Red Australia Equipment Sydney Branch

.....
Bal Krishna (Date)

.....
David Powell (Date)

SIGNED on behalf of the
AUTOMOTIVE, FOOD, METALS
ENGINEERING, PRINTING AND
KINDRED INDUSTRIES UNION
NEW SOUTH WALES BRANCH



.....
State Secretary Date

SIGNED on behalf of the
THE AUSTRALIAN WORKERS
UNION, NSW BRANCH

.....
State Secretary Date