

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/98

**TITLE: Redispan Conveyors Pty Ltd Tomago Workshop
Enterprise Agreement January 2003 to December 2003**

I.R.C. NO: IRC3/1833

DATE APPROVED/COMMENCEMENT: 17 April 2003/1 January 2003

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New

DATE TERMINATED: 6 June 2003

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Redispan Conveyors Pty Limited who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award

PARTIES: Redispan Conveyors Pty Ltd -&- The Australian Workers' Union, New South Wales

REDISPAN CONVEYORS PTY LTD TOMAGO WORKSHOP ENTERPRISE AGREEMENT JANUARY 2003 TO DECEMBER 2003

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1. Application and Incidence of Agreement

This agreement shall apply to employees of the Redispan Conveyors Pty Ltd Tomago Workshop in respect of all work carried out by employees employed in any of the occupations of this Agreement.

2. Parties Bound

All employees of Redispan Conveyors Pty Limited whether members of the organizations of employees listed in this clause or not engaged in any of the occupations of this Agreement.

The Australian Workers Union (AWU)

3. Date & Period of Operation

This Agreement shall come into force from January 1st 2003 and shall remain in force until December 31st 2003.

4. Efficiency, Productivity and Flexibility

a) Work Obligations

Subject to the provisions of this Agreement, all employees shall be engaged on a weekly basis (full time or part time) or on a casual basis.

All new employees will be engaged for a probationary period of 3 months to determine their suitability to carry out tasks required

b) Performance of Work

It is a term and condition of employment and of the rights applying under this Agreement, that an employee:

- a) Attends work during the rostered ordinary hours of work nominated by the Company and that the employee not be absent from work on any such day without prior approval from the Company;
- b) Performs such work to the best of their ability, as the Company at all times reasonably requires;
- c) Participates in training and be accredited in work skills and knowledge to become a flexible member of the work team;
- d) In the case of a shift worker, continues work until relieved by a counterpart on the incoming shift or until the Company is able to make suitable arrangements to cover the position;
- e) Notifies the Company if unable to work within one hour of the commencement of the rostered shift giving the reason for the absence and the anticipated duration of absence;
- f) Utilises the skills and knowledge the employee possesses without reservation;
- g) Works reasonable overtime in addition to the rostered hours of duty if so required;
- h) Uses, as directed by the Company, protective clothing and equipment
- i) Complies with the appropriate Occupational Health and Safety regulations nominated by the Company;
- j) Observes regulations published by the Company to provide an orderly and safe workplace including keeping the workplace and equipment in a clean and safe condition;
- k) Complies with the Avoidance of Industrial Disputes Procedures of the Metal Engineering and Associated Industry Award 1998 - Part 1 at all times.

5. Relationship to Parent Award

This Agreement shall be read and interpreted wholly and in conjunction with the Metal, Engineering and Associated Industry Award 1998 - Part 1 (hereafter called the Award) provided that where there is any inconsistency between this Agreement and the above mentioned Award, this Agreement shall take precedence to the extent of the inconsistency.

6. Weekly Wage Rates

Classification	Rate
Assembly Worker	\$14.70 per hour
Assembly Worker (Skilled)	\$15.49 per hour
Tradesperson (as defined by the Parent Award)	\$19.16 per hour

The above rates are to be paid for all purposes of this Agreement

Special Rates

The above rates are inclusive of and are in lieu of allowances as prescribed in the Award

Tool Allowance

The above rates are inclusive of any tool allowance payable in accordance with the Award provisions.

7. Casual Employment

- (i) A casual employee is an employee engaged and paid as such and whose employment may be terminated upon one hour's notice

A casual employee working ordinary time will be paid at the appropriate rate plus a 25% casual loading. This loading will be in lieu of annual leave, sick leave and public holidays.

The loading will be applied to the calculation of overtime hours paid.

- (ii) Supplementary Labour will be paid in accordance with the terms of this clause

8. No Extra Claims

It is a term of this Agreement that the Unions will not pursue any extra claims, award or over-award for the life of this Agreement.

There shall not be any "double counting" in respect of any future variations to the rates of pay of classifications in the Award.

9. Union Membership

In so far as the Legislation Permits Redispan Conveyors will encourage union membership

Upon receipt of written authorisation from the employee, the Company will deduct an amount from the employees' wages each week to cover the payment of union dues and remit same to the relevant Union.

10. Payment of Wages

The company shall pay wages into an employee's bank account by electronic transfer, the money to be available on a normal payday.

11. Not to Be Used as a Precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

12. Procedures for Resolving Claims, Issues and Disputes

All parties to this Award recognise and accept that people have differing viewpoints and hence, conflict will arise from time to time. To ensure the credibility of the Company and the job security of employees, it is agreed that it is in the interests of all parties to manage the resolution of conflict by means which do not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this Clause will apply.

- i) Employees and/or the delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.
- ii) Failing agreement, all parties will place the claim, issue or dispute before the site manager. This group will take all reasonable steps to settle the matter.
- iii) If the claim, issue or dispute remains unsettled, the delegate/s and/or the employee/s will contract their union official immediately who will arrange a conference with Company management in order to try to settle the matter.
- iv) If the above procedures fail to settle the matter in dispute the parties will refer the matter to the Industrial Relations Commission of New South Wales for assistance.

The above procedures will be progressed quickly, but reasonable time limits will be applied.

Where a claim, issue or dispute relates to a safety matter the above procedure will be followed. However, where an Occupational Health and Safety Committee exists, the committee or a member of the committee may be involved in assisting the settlement of the matter. Upon advice that a safety dispute exists, the Supervisor will take immediate corrective action to allow work to continue without the risk to health and safety.

Nothing in this procedure changes the rights and obligations employees and employers have under the NSW *Occupational Health & Safety Act 2001*.

If the above procedures fail to settle a claim, issue or dispute an industrial actions is intended which will interrupt or delay a client, then no such industrial action will occur until the expiry of ten (10) days from the time a written notice of such intended action has been given to the Company.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.

13. Definitions

Assembly Workers and Skilled Assembly Workers are employees who are engaged in the following:

- Concrete placing and finishing
- assembly work
- materials handling
- Dogging/Forklift operation (skilled must have appropriate licenses)
- Overhead Crane Operator (skilled must have appropriate licenses)
- First Aid Certificate (skilled)

Tradesperson

- Boilermaker
- Welder

14. Allowances

Any employee who is trained to Certification in First Aid Dogging/Forklift/Overhead Crane and is required to use these skills shall be paid the skilled assembly rate of pay.

15. Leading Hand

In charge of:	
3 to 10 Employees	\$30 per week extra (flat)
11 to 20 employees	\$60 per week extra (flat)
More than 20 employees	\$80 per week extra (flat)

16. Meal Allowance

Employees required to work overtime for 2 hours past the normal finishing time shall be paid an allowance of \$9.30 for each such occasion.

17. Weekly Attendance Bonus

Employees who are absent from work without permission from Redispan Conveyors (i.e. sick leave or annual leave) or who partake in industrial action that is not in accordance with the Dispute Settlement Procedure (Clause13) will not be paid the bonus for such hours.

Bonus Entitlements

<5 weeks service	=	nil
5 weeks < 10 weeks	=	\$10pw
10 weeks < 20 weeks	=	\$15pw
20 weeks < 30 weeks	=	\$20pw
> 30 weeks	=	\$25pw

18. Sick Leave

An employee who has sick leave entitlements in accordance with the award will be paid out such sick leave when terminated (except for summary dismissal) by the Redispan Conveyors. Employees who resign will not be entitled to the benefits of this clause.

19. Protective Clothing

One (1) pair of safety boots, two (2) pairs of long trousers and two (2) long sleeved shirts or alternatively two (2) overalls or a combination of both will be supplied within one week of commencing employment. If an employee resigns (or is summarily dismissed) within the first week of employment the cost of the clothing will be deducted from any entitlements, in the second week 75% will be deducted, in the third week 50% and in the fourth week 25%.

It is your responsibility to ensure that this issue is maintained and that safety boots are in a good and safe condition to wear on site.

20. Anti Discrimination

- (1) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3f of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by 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.
- (3) 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.
- (4) 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 less than 18 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.
- (5) 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:

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

(b) 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."

21. Signatory Page

Signed on behalf of the Australian Workers Union
Newcastle and Northern Regions Branch

Date

Witness

Date

Signed on behalf of Redispan Conveyors Pty Ltd

Date

Witness

Date