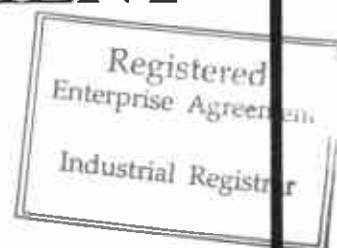


# ENTERPRISE AGREEMENT



NO. EA 98/185  
.....

DATE REGISTERED 11.6.98  
.....

PRICE \$ 8  
.....

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA98/185**

**TITLE:** Eyre and Smith Pty Limited Metford Workshop Enterprise Agreement  
1998

**I.R.C. NO:** 98/2334

**DATE APPROVED/COMMENCEMENT:** 11 June 1998

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees in the Engineering/Production classification as defined in the Metal and Engineering Industry (New South Wales) Interim Award situated at 69 Turton Street, Metford NSW 2323.

**PARTIES:** Eyre and Smith Pty Ltd -&- Wayne Allen, Shane Ditton, Paul Eyre, Steven Fenwick, Steven Kirkwood, Dean Mez, Wayne O'Brien, Hayden Prentice, Jason Speering



# EYRE AND SMITH ENTERPRISE AGREEMENT



## 1. TITLE OF AGREEMENT

The title of this agreement is the Eyre and Smith Pty Limited Metford Workshop Enterprise Agreement 1998.

## 2. PREAMBLE

a) The objective of this agreement is to put in place arrangements which will improve flexibility, productivity and enhance the long term viability of the operation through a structured career path.

b) It is intended that this agreement be approved as an agreement under the Industrial Relations Act 1996.

## 3. PARTIES

The parties to this agreement are the Company known as Eyre and Smith and the employees employed as Engineering /Production Employees.

## 4. THE ENTERPRISE

The Enterprise for which the agreement was made is Eyre and Smith Pty Limited 69 Turton street, Metford. N.S.W. 2323.

## 5. TRADES OR OCCUPATIONS

The trades/occupations covered by this agreement are Engineering / Production employees as defined under the Metal and Engineering Industry Award (New South Wales).

## 6. INTENTION

This agreement shall only apply to employees in the Engineering/Production Classification identified, situated at the following location: 69 Turton Street, Metford. N.S.W. 2323.

## 7. DURESS

This agreement was not entered into under duress by any party to it.

## 8. INCIDENCE

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Metal and Engineering Industry (New South Wales) State Award. Apart from clauses specified in this agreement all other clauses of the Award shall apply.



## **9. DISPUTES/GRIEVANCE HANDLING PROCEDURE**

1. Employee notifies the employer (in writing or otherwise) as to the substance of the grievance, requests a meeting with the management and states the remedy sought.
2. Discussion held between employee (and representative) and first line manager if the matter is not resolved
3. Employee (and representative) confers with senior manager if the matter is not resolved
4. Referral to a mutually agreeable third party for mediation if the matter is not resolved
5. Referral to the N.S.W. Industrial Relations Commission.



## **10. TERM**

This agreement shall operate from the date of registration and shall remain in force for a period of 3 years unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

## **11. ENTERPRISE AGREEMENT**

### **Roster Day**

Eyre and Smith Pty.Ltd agrees to a paid Rostered Day Off per month per employee.

### **Hours Worked Per Week**

The employees agree to work 40 hrs per week at normal time.

### **Protective Clothing**

New protective clothes will be issued every 4 months on an exchange basis on production of old clothes.

### **Picnic Day**

An annual Picnic Day will be allocated each year for a social event and activities paid for by the company as agreed by the management and employees.

### **Wages**

The employees are paid above the award rate for the classification of Engineering/Production Employee - Level III which applies to the skill level of the work undertaken. The award base rate is \$319.20 per week for this classification. Employees at this level are currently receiving \$485 per

**week. Wages are to be increased in line with any positive Consumer Price Index growth.**

### **Urgent Work**

**Regarding the allocation of urgent work, the employees agree to discuss amongst themselves and if possible, nominate an employee to complete the urgent work. If all employees are deemed unavailable, management will select an employee to complete the urgent work.**

### **Painting of Goods**

**The painting of goods in the workshop is to be co-ordinated between management and an employee to allow for a safe working environment.**



### **Review Periods**

**The Enterprise Agreement will be reviewed every year with a meeting to discuss any relevant issues every 4 months.**

### **Flexibility of Working Hours**

**Employees who wish to work outside the normal span of working hours can do so only by the mutual consent of both parties and will not attract penalty rates. The normal working hours are 6:00 a.m. to 6:00 p.m.**

### **Overtime Rates**

**All overtime will be paid at a rate of Time and Sixty Seven point Five percent above normal time.**

SIGNATORIES TO AGREEMENT

Deon My  
P. Gering  
N. D. All  
Stichtel  
W. B. B.  
J. O. B.  
New. Fenwick  
H. P. B.  
Paul Eyre

*[Handwritten signatures]*



Witness

Eyre & Smith Pty limited  
Employees

*[Signature: G. Smith]*  
Eyre & Smith Pty Limited  
Managing Director

*[Signature]*  
Witness

**EYRE & SMITH  
RE-BUILD WELDING  
and TRACKS P/L  
LOT 417-69 TURTON ST.  
METFORD N.S.W. 2323  
PH: (049) 334101 - 34 3822  
FAX: (049) 33 5970 - 34 3822**

17-4-98 . *[initials]*