

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/165**

**TITLE: Red Australia Newcastle Branch Agreement 1999**

**I.R.C. NO: 00/101**

**DATE APPROVED/COMMENCEMENT: Approved 1 March 2000 and commenced  
13 January 2000**

**TERM: 1 May 2001**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 4 August 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: It applies to employees engaged in any of the occupations, specified in the  
Metal and Engineering Industry (NSW) Interim Award**

**PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New  
South Wales Branch -&- Red Australia Pty Limited t/as Red Australia Equipment Pty Ltd Newcastle  
Branch**



**RED AUSTRALIA EQUIPMENT PTY LTD**

**RED AUSTRALIA**  
**(Newcastle)**

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**ENTERPRISE BARGAINING AGREEMENT**  
**1999**

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7 October 1999

**RED AUSTRALIA NEWCASTLE**  
**ENTERPRISE AGREEMENT 1999**

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**1. TITLE**

This Agreement shall be referred to as the Red Australia Newcastle Branch Agreement 1999.

**2. APPLICATION AND INCIDENCE OF AGREEMENT**

- 2.1 This Agreement shall apply at the establishment of Red Australia Equipment Lot 66 Ayrshire Crescent, Sandgate NSW.
- 2.2 The incidence of this Agreement shall be prescribed by the provisions of the Metal and Engineering Industry (NSW) Interim Award, and the Metal and Engineering Industry (State Wage Case 1996) (Wages) Award insofar as those provisions relate to the parties referred to in Clause 3 – Parties Bound by this Agreement and engaged in the business and electrical, mechanical repair and spare parts persons.

**3. PARTIES BOUND**

This Agreement shall be binding on:

- 3.1 Red Australia Equipment Pty Limited trading as Red Australia Equipment Pty Ltd Newcastle Branch;
- 3.2 All service and parts employees engaged in any of the occupations, industries or callings specified in the Metal and Engineering Industry (NSW) Interim Award and the Metal and Engineering Industry (State Wage Case 1996) (Wages) Award;
- 3.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries 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 date of acceptance and shall remain in force until the 1<sup>st</sup> of May 2001.

**5. IMPLEMENTATION**

- 5.1 The Agreement shall be subject to continuous monitoring and review periods of no less than monthly 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.
- 5.2 An implementation committee, consisting of a number of personnel from within the company will be established. (See clause 9.3). This committee will:
- (a) formulate key performance indicators to serve as a measure for performance 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.

5.3 In the event that performance fails to match expectations, or subsequently deteriorates, the following steps will be taken:

- (a) The Implementation 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 Implementation Committee is unable to determine potential cause(s) the union delegate (or nominee) and National Manager - Human Resources shall be informed. Every effort shall be made to identify and rectify the potential cause(s).
- (d) The service manager will arrange for summaries of the minutes of the regular monthly meeting to be emailed to the National Manager - Human Resources.
- (e) The Company will provide the Committee with such information as is necessary to ensure its effective operation.

## **6. RELATIONSHIP TO PARENT AWARD and AGREEMENTS**

- 6.1 This Agreement shall be read and be interpreted, wholly in conjunction with the Metal and Engineering Industry (NSW) Interim Award, and the Metal and Engineering Industry (State Wage Case 1996) (Wages) Award as amended from time to time. The exception to this being where there is any inconsistency with the awards, then this Agreement shall take precedence to the extent of the inconsistency.
- 6.2 Provisions of all other registered agreements shall be read in conjunction with this agreement subject to any inconsistency in which case this agreement shall prevail to the extent of the inconsistency.

## **7. WAGE INCREASE**

- 7.1 The wage increase prescribed by this Clause shall be applied to the employees' base rate of pay which includes the employee's ordinary award rate, over-award margin and tool allowance as at 6 October 1999, known as the company base rate. The base rate of pay for each employee prior to the Agreement is recorded in a written form in the wages records of the Company which will be maintained in the Company's office.

Wage increases of 2% of the company base rates shall be effective from 1 May 1999 and will be paid when the union endorses the agreement.

A further 1% increase shall be paid from the commencement of the first full pay period after the employees accepted this agreement. This date was 7 October 1999.

- 7.2 The Parties shall not make or pursue any extra wage or other claims until the expiration of this Agreement.
- 7.3 Any State Wage Case or other award variations will be absorbed in the increases provided by this Agreement.

## **8. CODE OF CONDUCT**

The company will continue to operate a "Code of Conduct", which will be observed by employees for matters of company policy and/or procedure and all new employees will receive and sign a copy of the document.

## **9. SINGLE BARGAINING UNIT**

- 9.1 For the purpose of negotiating this Agreement a single bargaining unit has been established.
- 9.2 It is defined by the business unit known as the Newcastle branch of Red Australia. It is a separate business unit from all other Branches/Sub-Branches of Red Australia Equipment Pty Limited.
- 9.3 An Implementation Committee representing the employee organisations within the business unit and management has been formed for the purpose of preparing and implementing an Enterprise Agreement.
- 9.4 Organisations represented are:
- Red Australia Equipment
  - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union New South Wales Branch
  - The committee shall be formed of 3 members from each party.
- 9.5 A representative of Red Australia Equipment will be the chairperson of this Committee. The chairperson shall have no casting vote rights.
- 9.6 This Committee has an ongoing role to foster consultation and co-operation as well as the goals of productivity, efficiency and flexibility.

## **10. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY**

- (a) Measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility have been implemented and are set in clause 11. In addition all employees agree to continue to seek further improvements in productivity, efficiency and flexibility while acknowledging and continuing to perform the gains achieved in the TNT Komatsu Forklifts Newcastle Enterprise Bargaining Agreement 1997 and the TNT Komatsu Forklifts Newcastle Branch Enterprise Bargaining Agreement 1994.

## 11. CALL OUT PROCEDURE

- 11.1 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.

## 12. REPRESENTATION

### 12.1 Union Official/ Right of Entry

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.

### 12.2 Delegate Role

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

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.

## 13. DELEGATES TRAINING

Red Australia understands the importance of the workplace union delegate. To this RED agrees to allow the union delegate to attend a minimum of 2 day's paid training every year. We would also like to have the following criteria met before training is granted on each occasion.

- A copy of the course content is sent to RED management prior to training taken place.
- The content of the course is relevant to the Industrial Relations issues faced by the company.
- RED will pay the wages for the delegate during the training.
- RED will record the training on the individuals training record.
- The company will consider operational requirements before releasing the employee.

**14. 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.

**15. CONSULTATIVE COMMITTEE**

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

The productivity committee shall consist of representatives from company management and elected employees from the Newcastle branch. The branch employees shall select their representative by vote.

The productivity committee shall meet monthly to implement, monitor, review and report on the progress of the branch towards achieving of the targets.

The Committee shall:

- (a) formulate achievable 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.

The Company will provide the Committee with such information as is necessary to ensure its effective operation.

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.

**16. AGREEMENT TO BE DISPLAYED**

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

**17. 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.



## 18. 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. The steps outlined in clause 17 may be followed where appropriate;
- (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 regarding the 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.

## 19. 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 within 24 hours 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 General Manager of Red Equipment Australia in the business (or their nominee) and the State Secretary of the union (or their nominee) will confer within 24 hours 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.

#### **Presentation 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.

### **20. DURESS**

No party in this agreement entered this agreement under duress.

INDUSTRIAL RELATIONS ACT 1991

*Certified Copy of Enterprise Agreement*

Red Australia (Newcastle) Enterprise Agreement

It is hereby certified that the above mentioned agreement was registered on 1999.  
This and the previous 8 pages are a true copy of the registered enterprise agreement

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

  
.....  
Service & Parts Manager  
Newcastle

12/10/99  
.....  
(Date)

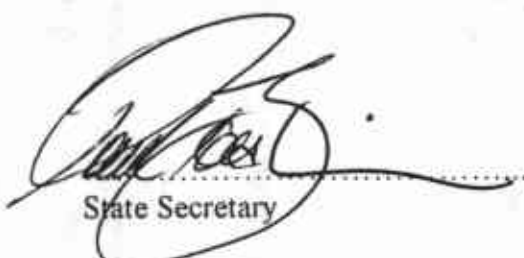
  
.....  
National Manager - Operations  
Red Australia Equipment Pty Limited

11.10.99  
.....  
(Date)

  
.....  
Steve Bernardino  
Newcastle Branch Delegate

17-10-99  
.....  
(Date)

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

  
.....  
State Secretary