

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA02/371

**TITLE:** Red Australia Wollongong Branch Agreement 2002

I.R.C. NO: IRC2/6164

DATE APPROVED/COMMENCEMENT: 27 November 2002

TERM: 31 December 2003 (13 months)

NEW AGREEMENT OR  
VARIATION: Replaces EA 00/151

GAZETTAL REFERENCE: 7 February 2003

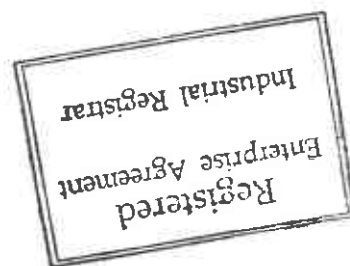
DATE TERMINATED: 27 November 2002

NUMBER OF PAGES: 11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of the Wollongong Branch of Red Australia Equipment Pty Ltd, who fall within the coverage of the Metal Engineering and Associated Industries (State) Award

**PARTIES:** Red Australia Equipment -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch



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Agreement

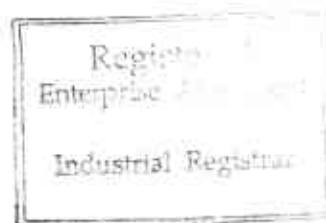
**RED AUSTRALIA EQUIPMENT PTY LTD**

**RED AUSTRALIA  
(Wollongong)**

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**ENTERPRISE BARGAINING AGREEMENT  
2002**

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16 August 2002

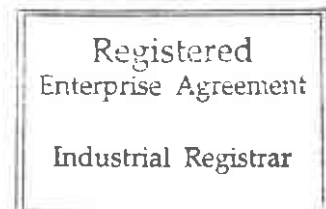
Final

**RED AUSTRALIA WOLLONGONG**

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ENTERPRISE AGREEMENT 2002

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**1. TITLE**

This Agreement shall be referred to as the Red Australia Wollongong Branch Agreement 2002.

**2. APPLICATION AND INCIDENCE OF AGREEMENT**

- 2.1 This Agreement shall apply at the establishment of Red Australia Equipment Lot 29 Doyle Avenue, Unanderra NSW.
- 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:

- 3.1 Red Australia Equipment Pty Limited trading as Red Australia Equipment Pty Ltd Wollongong Branch;
- 3.2 All service and parts employees engaged in any of the occupations, industries or callings specified in the Metal, Engineering and Associated Industries (State) Award as amended.
- 3.3 Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union New South Wales Branch New South Wales Branch.

**4. DATE AND PERIOD OF OPERATION**

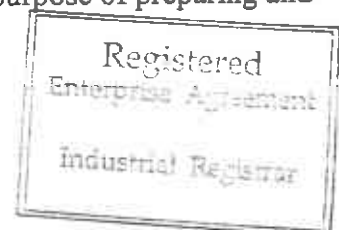
- 4.1 This Agreement shall operate from the beginning of the first pay period to commence on or after the <date of acceptance > and shall remain in force until for 31 December 2003.

**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.

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

- 5.2 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.



Organisations represented are:

- Red Australia Equipment
- Australian Manufacturing Workers' Union New South Wales Branch
- The committee shall be formed of maximum of 3 members from each party.

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. This committee will:

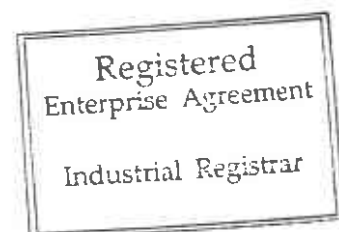
- (a) formulate key performance indicators to serve as a measure for performance and customer service improvements;
- (b) monitor the successful implementation of this Agreement and the achievement of key performance indicators; and
- (c) consider matters likely to have an impact on the performance and/or 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 branch 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.

5.4 Renegotiation

The parties to the agreement together with the Consultative Committee will commence renegotiation of the future agreement no earlier than six months prior to the expiration of this agreement (nominally 1 July 2003).



## 6. RELATIONSHIP TO PARENT AWARD and AGREEMENTS

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Metal, Engineering and Associated Industries (State) Award, as amended from time to time and this Agreement, this Agreement shall take precedence to the extent of any inconsistency.
- 6.2 Provisions of the registered agreement TNT Komatsu Forklifts Wollongong Enterprise (State) Award 1996 (registered in Matter No. IRC96/1822) and Wollongong 1999 EBA (registered in matter number IRC00/1769) 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 is the classification under the competency standards, as at 22 August 2002 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 increase of 2% of the company base rate shall be effective from the date of 1 October 2001. The wage increase shall be paid when the agreement is endorsed by the union.

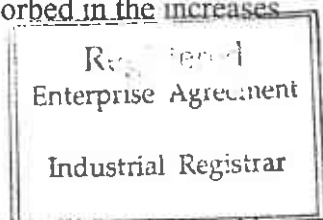
- 7.2 A second increase of 2.30% applied to the company base rate will be granted effective from 1 January 2002. The wage increase shall be paid when the agreement is endorsed by the union.
- 7.3 A third increase of 3.00% applied to the company base rate will be granted 12 months after the second increase's effective date, nominally 1 January 2003.
- 7.4 The Parties shall not make or pursue any extra wage or other claims until the expiration of this Agreement.
- 7.5 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.
- It is defined by the business unit known as the Wollongong branch of Red Australia. It is a separate business unit from all other Branches/Sub-Branches of Red Australia Equipment Pty Limited.



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

Measures designed to achieve real and demonstrable gains in productivity, efficiency and flexibility have been implemented and are set in below. 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 Wollongong Enterprise (State) Award 1996.

### 10.1. Service Meetings

The employees agree to hold monthly service meetings outside of working hours to a maximum of 1 hour per month. No further payment will be made.

### 10.2. Saturday Training

The employees agree to at participate in a minimum of 11 hours training to be conducted on a Saturday per calendar year. This training will be paid at single time rates. If additional hours of training are required for a Saturday this will be by consent of the employees and will also be paid at single time rates.

### 10.3. Training after hours

The employees agree to undertake 9 hours of training outside of working hours and in addition to the hours created in clause 10.2. No additional payment will be made for this training. When training extends beyond normal meal break times, the company will provide either (at its discretion)

- a) a light meal or;
- b) the meal allowance whose value is determined by the relevant award.

### 10.4. Call out Procedure

It is agreed by both parties that a call out procedure will be immediately implemented.

A roster will be developed in which all field service technicians will be rostered to be available for week periods to respond to after hour's callouts.

The roster commences from 7.30 am Monday morning and concludes at 7.29 am the following Monday.

The roster will be prepared at least 4 weeks in advance and will be posted on notice boards.

The employee who is rostered for the allocated week will be responsible for attending all callouts allocated to them during their allocated week.

Should the rostered employee be unable to respond it is the rostered employee's responsibility to find a substitute.

#### Payment

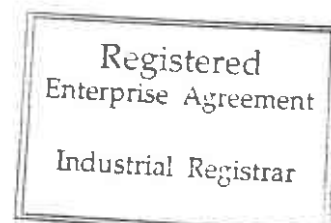
The procedure contains an allowance of \$70 per week paid only to the employee who is rostered at respond to any callouts.

In addition to the allowance any callouts responded to will be paid as per the award.

If the rostered employee finds a substitute who responds to call out, the substitute will be receive the callout payment as determined by the award but not the allowance for being on the roster.

Should an employee not respond when required and a substitute not attend as arranged the rostered employee will forfeit the allowance for the week.

This clause countermands the standby clause in the award.



**10.5 “Working Bee”**

The employees agree to undertake 8 hours per annum of general duties around the site on a given Saturday. Should an employee not be available on a day a substitute day will be made. No additional payment will be made.

**10.6 Consultative Committee meeting times**

The consultative committee, as established in Clause 11, shall meet every two weeks and the meetings shall be held outside of normal working hours. No additional payment will be made for meetings of duration less than sixty (60) minutes.

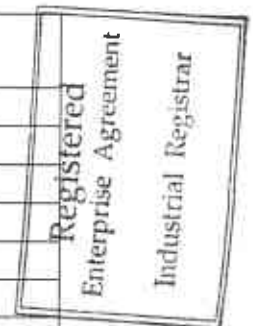
**10.7 Rostered Day Off Payouts**

A minimum of one (1) Rostered Day Off shall be paid out at single time rates to each employee per calendar year. Payment will occur when the employee completes the relevant documentation requesting this payout. If the employee does not elect to nominate a time for the payout this will occur in the last pay before Christmas.

**11. 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
1 <sup>st</sup> completed year	\$5.00 per week	\$ 5.00 per week
2 <sup>nd</sup> completed year	\$5.00 per week	\$10.00 per week
3 <sup>rd</sup> completed year	\$5.00 per week	\$15.00 per week
4 <sup>th</sup> completed year	\$2.50 per week	\$17.50 per week
5 <sup>th</sup> completed year	\$2.50 per week	\$20.00 per week
6 <sup>th</sup> completed year	\$2.00 per week	\$22.00 per week
7 <sup>th</sup> 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.

**12. COMPETENCY STANDARDS**

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

**13 SICK LEAVE**

13.1 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.



- 13.2 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.
- 13.3 Should you exhaust your sick leave entitlements you will not be granted annual leave or rostered days off after the occasion unless your claim is supported by a certificate from a qualified medical practitioner.

#### **14 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, however a redundancy will not be offered should suitable employment be found.

#### **15. CONSULTATIVE COMMITTEE**

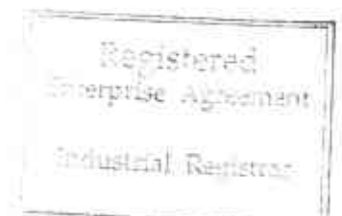
A workplace Consultative Committee comprising of site management and site employees shall be established.

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

The consultative 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; and
- (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; and
- (d) consider health and safety matters relative to the branch.



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. CASUAL EMPLOYEES**

It is the intention of Red Australia Equipment to employ permanent full time employees. Casual employees may be engaged subject to the employment 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, after three months, review the casual employee with the view to place them as a permanent employee.

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

#### **17. DELEGATE 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 two (2) day's paid training every two (2) years. 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.

#### **18. 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.

#### **19. AGREEMENT TO BE DISPLAYED**

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



**20. 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.

**21. 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) during all grievance meetings the employee shall be allowed to be represented by the Union representative (or nominee) on site or a person of their choice.

**22. PROCEDURES RELATING TO DISPUTES BETWEEN THE COMPANY AND EMPLOYEES**

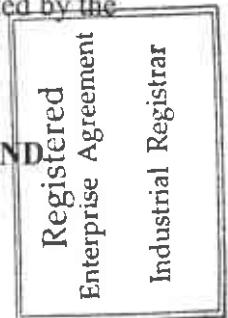
**Commitment of Procedure**

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**

The parties shall agree to use their best endeavours to prevent industrial action and retain continuation of work during the procedures set out in this Clause. This clause does not condone or sanction industrial action of any form during the life of the agreement.

#### **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.

### **23. DURESS**

No party in this agreement entered this agreement under duress.




*Certified Copy of Enterprise Agreement*


Red Australia (Wollongong) Enterprise Agreement

It is hereby certified that the above mentioned agreement was registered on 2002.  
This and the previous 10 pages are a true copy of the registered enterprise agreement.


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

  
.....  
Branch Manager  
Wollongong

11/9/02  
.....  
(Date)

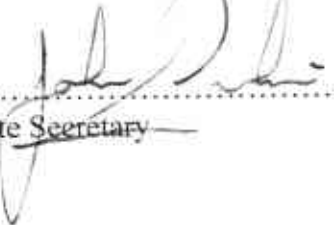
  
.....  
General Manager - Finance and Operations  
Red Australia Equipment Pty Limited

13/9/2  
.....  
(Date)

  
.....  
Paul Cleaves  
Wollongong Branch Delegate

10/10/02  
.....  
(Date)

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

  
.....  
Ass't. State Secretary

2/10/2002  
.....  
(Date)

