

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA06/177

TITLE: Red Australia Equipment Newcastle Branch Agreement 2005-2008

I.R.C. NO: IRC6/1857

DATE APPROVED/COMMENCEMENT: 24 March 2006 / 24 March 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/225.

GAZETTAL REFERENCE: 19 May 2006

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Red Australia Equipment Pty Ltd., located at Lot 66 Ayrshire Crescent, Sandgate NSW 2304, in respect of the Newcastle, OneSteel and Gosford operations, engaged in the business and electrical and mechanical repair, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

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

RED AUSTRALIA EQUIPMENT PTY LTD

**RED AUSTRALIA EQUIPMENT
(Newcastle)**

**ENTERPRISE BARGAINING AGREEMENT
2005-2007**

**RED AUSTRALIA EQUIPMENT NEWCASTLE
ENTERPRISE AGREEMENT 2006**

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1. TITLE

This Agreement shall be referred to as the Red Australia Equipment Newcastle Branch Agreement 2005-2008.

2. APPLICATION AND INCIDENCE OF AGREEMENT

- 2.1 This Agreement shall apply at the establishment of Red Australia Equipment Lot3 Friesian Place, Sandgate NSW, in respect of the employers Newcastle, OneSteel and Gosford operations.
- 2.2 The incidence of this Agreement shall be prescribed by the provisions of the Metal, Engineering and Associated Industries (State) 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 and mechanical repair.

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 employees engaged in any of the occupations, industries or callings specified in the Metal, Engineering and Associated Industries (State) 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 registration and shall remain in force until the 24 months from the date the commission certifies the agreement.

5. IMPLEMENTATION

- 5.1 The Agreement shall be subject to continuous monitoring and review 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. 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 Employee Relations Consultant 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 meetings to be sent to the Human Resources Department.
 - (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

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

The terms and conditions of The Award, as at the date of certification, shall be preserved until the nominal expiry date of this Agreement. Any variations to The Award occurring during this period may be implemented by consultation and mutual consent.

7. WAGE INCREASE

- 7.1 The wage increase prescribed by this Clause shall be applied to the employees' base rate of pay as listed in this clause as at 31 December 2005, 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 5% shall be effective from 1 January 2006 by the employees and shall be paid following approval by the Industrial Relations Commission of New South Wales.

- 7.2 A further 4% increase on the company base rate shall be paid on 1 January 2007.
- 7.3 The Parties shall not make or pursue any extra wage or other claims until the expiration of this Agreement.
- 7.4 Allowances payable under the award will be maintained in this agreement.
- 7.5 Any State Wage Case or other award variations will be absorbed in the increases provided by this Agreement.

Rates of pay table

Grade	Base	1 st 5% Increase	2 nd 4% Increase
C10	\$672.36	\$33.61	\$26.89
C9	\$706.39	\$35.32	\$28.25
C8	\$739.99	\$36.99	\$29.59

8. CODE OF CONDUCT

A code of conduct has been established and will be followed by all employees covered by the agreement. The code of conduct shall contain policies and procedures relative to branch and company activities. Each employee shall receive a copy of this 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 up to 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, 16 and 21. 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 Red Australia Equipment Newcastle Branch 2003, 2001 and 1999 Enterprise Agreement, TNT Komatsu Forklifts Newcastle Enterprise Bargaining Agreement 1997 and the TNT Komatsu Forklifts Newcastle Branch Enterprise Bargaining Agreement 1994.

11. TRAINING

- 11.1 Each employee shall undertake training as and when required. Training may take place outside normal working hours. Payment for all out of hours training will be paid at single time rates. Training will not be scheduled on Public Holidays or Sundays.
- 11.2 The company will give adequate notice to employees of training being scheduled outside of working hours to allow for any family responsibilities or outside activities that employees may have and need to take into consideration.
- 11.3 Saturday training will only occur if the training cannot be scheduled into the normal working week because it would adversely affect the company's operational requirements. The only training that will occur on a Saturday will be training that is relevant to the employee's employment or be recognised in the National Metal and Engineering Competency Standards.
- 11.4 When training exceeds beyond normal meal break times, the company will provide either a meal or meal allowance as prescribed in the Award.
- 11.5 If travel is required to attend training as per this clause and if the time spent training exceeds that of the time spent to travel to the employee's normal place of work, the balance of that time spent will be paid to the employee at single time rates.
- 11.6 Training provided by TAFE or similar tertiary education bodies will not be considered under this clause and attendance at these courses will not receive payment for time in attendance or travel, unless specifically directed by the company.
- 11.7 The company will consult with employees to determine training needs and implementation of the training program.

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 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.

14. YEARS OF SERVICE

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 st completed year	\$5.00 per week	\$ 5.00 per week
2 nd completed year	\$5.00 per week	\$10.00 per week
3 rd completed year	\$5.00 per week	\$15.00 per week
4 th completed year	\$2.50 per week	\$17.50 per week
5 th completed year	\$2.50 per week	\$20.00 per week
6 th completed year	\$2.00 per week	\$22.00 per week
7 th 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.

15. MVRIA ALLOWANCE

Employees holding and retaining a valid tradesman licence with the Motor Industry Repair Authority (MVRIA) as a motor mechanic or automotive electrician will be entitled to an allowance of \$15 per week.

16. CALLOUT ROSTER

- 16.1 The company currently operates a roster for the purposes of after hours call out's. Employees who agree to work on a callout roster shall receive a \$30 per day they are rostered on for a call out and \$50 per day if rostered on a Saturday, Sunday or Public Holiday.
- 16.2 If any callouts are not actioned by the technician the allowance will not be paid unless the technician can demonstrate a valid reason as to why the call was not actioned, or why the call was not passed to the employee next in line for the callout.
- 16.2 Employees not on the roster may also be "called out", however they will not receive the payment for being rostered to receive callout's.
- 16.3 The remainder of the Call Back (Clause 6.4.5) provisions (not covered by this clause) in the award will apply.

17. TOOL SUBSIDY

In addition to the tool allowance provided by the award, employees will be entitled to an annual tool subsidy to the value of \$300 (including taxes). The tools will be expected to be used in the performance of their duties.

- 17.1 The employee shall purchase tools approved by the company and supply the company a copy of the receipt of purchase. The company will reimburse the employee a maximum of \$300 as an expense claim.
- 17.2 The tool subsidy is claimable each August. Employees commencing employment before this time will be eligible in August. Employees commencing after this time will be eligible the following August.
- 17.3 The tool subsidy applies to permanent full time employees only.
- 17.4 The subsidy is not redeemable for cash, and is not accumulative if not used.

17.5 The tools subsidised by the company remain the property of the employee who will be responsible for maintaining or replacing the tools.

18. COMPETENCY STANDARDS

The parties have agreed to continue the application of the National Metal and Engineering Competency Standards. The Competency standards have been developed via joint consultation and assessment with the AMWU/MISTAS and Australian Industry Group. The model shall be reviewed at periodic times as determined by the competency standards implementation committee and the competency standards implementation guide.

Reviews of employees to be considered for reclassification will be conducted yearly or if an employees approaches the company for consideration for a reclassification. Any disputes arising from the company not reclassifying an employee will be handled in accordance with clauses 29/30 of this agreement. The company cannot unreasonably refuse reclassification of the employee if he/she clearly meets all of the National Metal and Engineering Competency Standards guidelines for reclassification.

19. SICK LEAVE

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.

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.

Should you exhaust your sick leave entitlements you will not be granted annual leave or rostered days off unless your claim is supported by a certificate from a qualified medical practitioner. These provisions shall not apply to Personal Careers Leave as outlined in clause 20.

20. 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.

20.1 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.

21. 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.

- 21.1 Employees must apply for their accumulated RDO’s in the methods prescribed by company policy and the approval will be subject to operational requirements.
- 21.2 In the first pay in December each year the balance of their employees RDO’s greater than 22.8 hours will be paid out at single time rates. Should an employee wish to accumulate an entitlement beyond 1 December it must be agreed prior this date and it will not be unreasonably denied.
- 21.3 At any time an employee may elect to have accrued RDO’s balance paid out at single time rates or may elect to salary sacrifice to superannuation.
- 21.4 Payment of paid out RDO’s will be via the payroll in the next pay period after the application to have them paid is received.

22. LONG SERVICE LEAVE

New South Wales State Long Service Leave provisions are applicable to employees bound by this agreement.

23. SERVICE VEHICLES

The primary purpose of the service vehicle is to provide on-site service to our customers and our hire fleet, it is not a personal benefit.

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. All service employee agree to carry out minor maintenance to their allocated vehicle, limited to,

- Change of light globes, wiper blades and minor loose hardware and fittings

- Change of engine oil, oil filter, blow out air elements, all at the manufacturers recommended change periods
- Check and top up other fluids as required
- 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
- All materials required for the maintenance will be supplied by the company.

Field service vehicles are to be made available for company use at any time in accordance with the sub causes below.

If required service vehicles made idle by employee illness, accident or leave it is to be returned to the company for locked storage.

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.

Field service technicians will have suitable transport arrangements made for their return to work if their service vehicle was returned to the company during.

Personal use of Service vehicles.

Service vehicles are provided as a tool of trade and should not be considered a personal vehicle. Personal use is permitted to a reasonable area around your personal residence. Use beyond reasonable must be approved prior by your supervisor.

24. 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.

25. 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 elected employees from the Newcastle 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:

- formulate achievable key performance indicators to serve as a measure for productivity and customer service improvements;
- monitor the successful implementation of this Agreement and the achievement of key performance indicators; and
- 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 29.

26. AGREEMENT TO BE DISPLAYED

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

27. 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.

28. 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 28 may be followed where appropriate;
- (c) reasonable time limits must be allowed for discussion at each authority level,
- (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.

29. 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.

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.

30. 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.

The Company is not liable for redundancy or severance payments if the Company is able to arrange alternative employment. All other award procedures will be fully adhered to and followed.

31. 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 for period greater than three months.

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.

32. CLOTHING ISSUE

All clothing, overalls, uniform and safety equipment issued under this clause remains the property of the company the company and must be returned upon termination.

Employees will be given a clean pair of overalls in exchange for a dirty pair. This will be done through the spare parts department. Employees are responsible for the laundering of clothing issued under this clause at their expense, with the exception of overalls.

Workshop employees will be provided with the following:

- 1 pair of overalls (daily)
- 3 long sleeved shirts
- 3 long trousers
- 1 jacket
- 1 Polo Jumper
- 1 pair of safety boots (as required)
- 1 pair of safety glasses
- 1 hearing protection (muffs or plugs)
- 1 sun hat

Field service employees will be provided with the following:

overalls will be provided as per workshop employees.

- 4 long sleeved shirts
- 3 long trousers
- 1 jacket
- 1 Polo Jumper
- 1 pair of safety boots (as required)
- 1 wet weather gear
- 1 high visibility safety vest
- 1 safety glasses
- 1 hearing protection (muffs or plugs)
- 1 sun hat
- 1 hard Hat as required

The above issues will be replaced as necessary on an exchange basis.

The provided clothing must be worn at all times and reporting to work without issued safety equipment or uniform the employee will not be allowed to start work, and will not be paid until such time as they report for work wearing the uniform or equipment provided.

33. OCCUPATIONAL HEALTH AND SAFETY

The company is committed to the safety and wellbeing of our employees. The company understands and accepts the requirements of the NSW OHS ACT 2000 and Regulations 2001.

OHS committees are established in line with legislation and represent all areas of the workplace.

34. NO EXTRA CLAIMS

This Agreement is in full settlement of all claims, and all possible claims, for the duration of this agreement. The parties agree that no further claims will be made for changes in any term or condition of employment at the enterprise, or to this agreement, during the period of its operation. This provision shall not prevent a party making an application to vary the agreement under Section 43 of the Industrial Relations Act 1996.

35. DURESS

No party in this agreement entered this agreement under duress.

Certified Copy of Enterprise Agreement

Red Australia Equipment (Newcastle) Enterprise Agreement

It is hereby certified that the above mentioned agreement was registered on 24 March 2006.

This and the previous 14 pages are a true copy of the registered enterprise agreement

SIGNED for and on behalf of Red Australia Equipment Pty Ltd (ACN 080 792 730)

.....
Branch Manager (Date)
Newcastle

.....
General Manager - (Date)
Red Australia Equipment Pty Limited

.....
Martin Swain (Date)
Newcastle Branch Delegate

.....
Stephen Woolnough (Date)
Newcastle Branch Delegate

SIGNED on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union –
New South Wales Branch.

.....
State Secretary (Date)