

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/252**

**TITLE:     Red Australia Gosford Branch Enterprise Bargaining Agreement  
1999**

**I.R.C. NO:**                   99/4473

**DATE APPROVED/COMMENCEMENT:** 9 September 1999 and commenced 18 August  
1999

**TERM:**                           24 Months

**NEW AGREEMENT OR  
VARIATION:**               New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**     11

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**     Applies to 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

**PARTIES:**     RED Australia -&- The Australian Workers' Union, New South Wales

**RED AUSTRALIA EQUIPMENT PTY LTD**

**RED AUSTRALIA  
(GOSFORD)**

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**ENTERPRISE BARGAINING AGREEMENT  
1999**

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JUNE 1999

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**RED AUSTRALIA GOSFORD**  
**ENTERPRISE AGREEMENT 1999**

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**1. TITLE**

This Agreement shall be referred to as the Red Australia Gosford Branch Enterprise Bargaining Agreement 1999.

**2. APPLICATION AND INCIDENCE OF AGREEMENT**

2.1 This Agreement shall apply at the establishment of Red Australia 2/10 Ketch Close, Ourimbah, New South Wales.

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:

- (a) Red Australia Equipment Pty Limited trading as Red Australia Equipment Pty Ltd Gosford Branch;
- (b) 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;
- (c) Australian Workers 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 for twenty four (24) months.

**5. IMPLEMENTATION**

5.2 The Agreement shall be subject to continuous monitoring and review periods of no less than four (4) weeks 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.

5.3 An implementation committee, consisting of a number of personnel from within the company will be established (See clause 10.3). This committee will:

- (a) formulate 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

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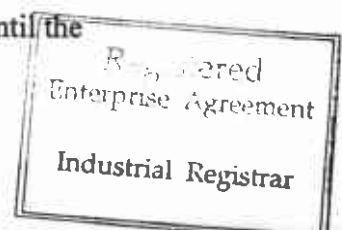
- (c) consider matters likely to have an impact on the performance and/or structure of the business and agree on changes necessary in response to these matters.
- 5.4 In the event that performance fails to match expectations, or subsequently deteriorates, the following steps will be taken:
- (a) The 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 and parts 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

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.

## 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 31<sup>st</sup> December 1998, 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.
- 7.2 Wage increases of 2% of the company base rates shall be paid when the agreement is endorsed by the union and shall be backdated to 1 January 1999 the date the employees accepted the agreement.
- 7.3 Any State Wage Case or other award variations will be absorbed in the increases provided by this Agreement.
- 7.4 The Union shall not make or pursue any extra wage or other claims until the expiration of this Agreement.



## 8. BONUS PAYMENTS

A branch incentive scheme will be implemented into the Gosford Operation. Further information on the nature and detail of the plan will be provided by the company under a separate document and the branch incentive scheme will not be party to this agreement.

## 9. CODE OF CONDUCT

The company will prepare and operate a "Code of Conduct", which will be observed by employees for matters of company policy and/or procedure.

## 10. PRODUCTIVITY AND INITIATIVES

The increase granted under this agreement is for productivity and other workplace initiatives that will be developed by the consultative committee (as determined by clause 13) and will endeavour to increase external revenue and reduce branch expenses.

## 11. SINGLE BARGAINING UNIT

11.1 For the purpose of negotiating this Agreement a single bargaining unit has been established.

11.2 It is defined by the business unit known as the Gosford branch of Red Australia. It is a separate business unit from all other Branches/Sub-Branches of Red Australia Equipment Pty Limited.

11.3 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.

11.4 Organisations represented are:

- Red Australia (2 managers)
- Australian Workers Union, New South Wales Branch

11.5 A representative of Red Australia will be the chairperson of this Committee. The chairperson shall have no casting vote rights.

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

## 12. 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.

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 15.



**13. CONSULTATIVE COMMITTEE**

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

The Committee shall consist of the Site Management and two employees, to be nominated by the majority of employees on the site, which shall meet monthly at a time suitable to both parties.

The Committee shall:

- (a) formulate 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.

**14. AGREEMENT TO BE DISPLAYED**

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

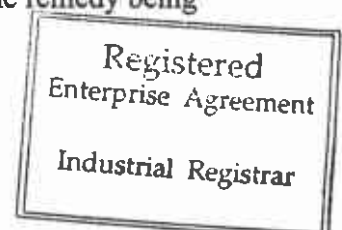
**15. NEW EMPLOYEES TO BE INFORMED OF TERMS OF AGREEMENT**

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.

**16. 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.
- (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;
- (e) while the procedure is being followed, work shall continue as normal; and
- (f) the employees may be represented by the Union representative (or their nominee) on site at the initial discussion.

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

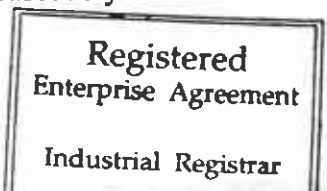
**Commitment of Procedure**

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 or stoppages 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 nominee) will discuss the matter in dispute within 48 hours with the relevant Manager (or nominee).
- (c) Following the above procedures, the National Operations management of Red Australia. in the business (or nominee) and the State Secretary of the Union (or 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 Australia in the business (or nominee) and the State Secretary of the union (or 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.

## **18. DURESS**

No party in this agreement entered this agreement under duress.



ANNEXURE A

Extracts from the Gosford Enterprise (State) Consolidated Award 1996

11. Preventative Maintenance Services

- 11.1 Servicing time of late model machines, including all Komatsu models to 4.5-tonne capacity and all other brands up to 4.5-tonne capacity and less than five years old, will be reduced by 15 minutes each unit, to 1.25 hours per service, plus up to a .5 hour travel time.
- 11.2 This reduction in service time represents 0.25 hours for all standard preventative maintenance services (PM Services) and by way of example would reduce the service time on a 2.5 tonne I/C Forklift truck from 1.5 hours to 1.25 hours. The travel time allowance of 0.5 hours would still apply.
- 11.3 A schedule of hours to carry out the full range of PM Services will be published and distributed by the Service Manager for immediate implementation and all times allowed will reflect a reduction of 0.25 hours for each service.
- 11.4 As previously mentioned, the high standard of the work undertaken in carrying out all services must be maintained in order for this measure to be a real productivity gain.

12. Staggered Start and Stop Times

Volunteers would be called for in the first instance to fill early and/or late rosters, dependent on staff skills to fill the job. If there are no suitable volunteers, then a roster system would be implemented for the early start and late finish times. Rosters would normally be based on one week's notice and a minimum of one week's duration. Early Start Roster 6.00 a.m. - 2.30 p.m. Normal Start 7.30 a.m. - 4.00 p.m. Late Start Roster 9.30 a.m. - 6.00 p.m.

13. Consumables

- 13.1 Employees agree to put in place necessary action to reduce the consumption of consumables by 20 per cent during the life of this award.

18. Paperwork and Parts

- 18.1 Employees agree to drop off paperwork and pick up spare parts at the Gosford branch in their own time on their way to their first job and in their own time on their way from their last job of the day without additional pay for the time involved in excess of that which would normally be taken should they have gone direct to the customer's site or directly home.

20. Sick Leave

- 20.3 A maximum of two only single-day absences will be paid for each year without a doctor's certificate. An appropriately prepared statutory declaration will be acceptable in lieu of a doctor's certificate for these two single days only.

22. Training

- 22.1 Employees covered by this award will participate in 40 hours of Company-specified training in each 12-month period outside their normal working hours. Each hour of Company training attended will be paid at half the single time ordinary hourly rate.

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## Extracts from the 1993 Gosford Branch Enterprise Agreement

### Annexure A

#### a) ROSTERED DAYS

It is agreed that a range of options in relation to the payment of cash at single times rates for accrued Rostered Days Off will increase the productivity efficiency and flexibility of the business without increasing overhead costs.

#### e) SERVICE MEETINGS

As a means of internal communication and product knowledge monthly service/training meetings shall be held at the branch to discuss service related matters and to carry out technical training. The duration of this meeting would be one hour. Employees will attend this meeting and be paid half an hour at single time rates.

#### f) FLEXIBLE WORKING HOURS

As a means of better servicing our customers needs, it is agreed that each employee shall on a rostered basis work flexible start finish times. These times will be within the working hours of 7.00 am to 4.30 pm, i.e. start 7.00 am finish 3.30 pm, start 8.00 am finish 4.30 pm. Employees will be advised 1 month in advance of roster changes.

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INDUSTRIAL RELATIONS ACT 1991

*Certified Copy of Enterprise Agreement*

Red Australia (Gosford) Enterprise Agreement

It is hereby certified that the above mentioned agreement was registered on 1999.  
This and the previous eight (9) 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)

  
.....  
Signature  
Northern NSW Service & Parts Manager  
Red Australia Equipment Pty Ltd

  
.....  
General Manager  
Red Australia Equipment Pty Ltd

SIGNED on behalf of the  
AUSTRALIAN WORKERS UNION  
NEWCASTLE, CENTRAL COAST  
AND NORTHERN REGIONS BRANCH

  
.....  
Secretary