

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/239

TITLE: **Atlas Copco Australia Pty Limited Blacktown Warehouse
Enterprise Agreement 2005**

I.R.C. NO: IRC5/3154

DATE APPROVED/COMMENCEMENT: 2 August 2005 / 1 April 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/189.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Atlas Copco Australia Pty Limited, located at 3, Bessemer Street, Blacktown NSW 2148, who fall within the coverage of the Storemen and Packers, General (State) Award.

PARTIES: Atlas Copco Australia Pty Limited -&- the National Union of Workers, New South Wales Branch

ATLAS COPCO AUSTRALIA PTY LIMITED BLACKTOWN WAREHOUSE ENTERPRISE AGREEMENT - 2005

PART A

1. Arrangement

PART A

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2. Basic Wage

This agreement, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

3. Application

This agreement shall apply at Atlas Copco Australia Pty Limited, 3 Bessemer Street, Blacktown, N.S.W. to all employees who are bound by the terms of the Storemen and Packers, General (State) Award published 6 September 1991 (264 I.G. 1665), as varied, in so far as those provisions relate to the parties referred to in clause 4, Parties Bound.

4. Parties Bound

The parties to this agreement are:

- (a) Atlas Copco Australia Pty Limited, 3 Bessemer St, Blacktown.
- (b) All employees, whether members of the organisation of employees listed in subclause (c) of this clause or not, engaged in any of the occupations, industries or callings specified in this agreement.

- (c) The National Union of Workers.

5. Date and Period of Operation

This agreement shall take effect from the beginning of the first pay period to commence on or after 1st April 2005 and remain in force until 31 March 2007.

6. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers, General (State) Award, provided that where there is any inconsistency between this agreement and the parent award, this agreement shall take precedence to the extent of the inconsistency.

7. Single Bargaining Unit

For the purpose of negotiating this agreement, a single bargaining unit was established with a negotiating committee consisting of one employee representative, their own union official and two management representatives.

8. Flexibility

The parties to this agreement agree to flexible working arrangements. Specifically, flexibility involves interchanging storeman between warehouses in particular circumstances. These circumstances include:

Unplanned absences (S/L) that leave a warehouse completely unattended, or severely short staffed

When one warehouse is particularly busy and another is not, an employee can work in another warehouse for a short period of time, for example 1-2 hours

The interchange would be short term and also dependant on work load in the "home" warehouse. The rationale of this proposal is to even out the work flow between the warehouses. Management will consult with employees when such a situation arises on a case by case basis.

It is not the intention of the Company to remove or limit the possibility overtime. Nor is it our intention to place undue pressure and expectations on storemen to work with greater intensity and place themselves at risk of injury.

9. Wages

- (a) Upon the making of this agreement, wages will be increased by two 4 per cent increments as set out in Table 1 - Wages - Warehouse Personnel, of Part B, Monetary Rates. The resulting Atlas Copco Australia Pty Limited rates for each grade will be in accordance with the said Table 1.
- (b) The wage increases specified in subclause (a) of this clause shall constitute part of the all-purpose rate of pay in respect of employees covered by this agreement.
- (c) The wage increases referred to in subclause (a) of this clause shall not be absorbed into any overaward payment.
- (d) There shall be no further wage increases for the life of this agreement.

10. Company Policies and Procedures

- (a) Health and Safety - Atlas Copco Australia Pty Limited is committed to promoting a safe and healthy workplace for all employees and it is the aim of this agreement that all parties actively support and adhere to the detail of Company policy. Specifically, it is agreed that all parties will utilise the Safety Committee as second point of contact on all health and safety matters, after first advising their supervisor.

All parties agree to work together, through the Workplace Safety Committee, to increase the standard of safety within the workplace and encourage a more visible use of safety equipment and practices.

- (b) Environment - This agreement confirms the intention of all parties to discuss and agree upon means of adhering to the Atlas Copco Australia Pty Limited Environmental Management policy and procedures.
- (c) Electronic Funds Transfer - This agreement confirms the intention of all parties to consider the system of payment of all employees by electronic funds transfer in accordance with clause 12, Payment of Wages, of the Storemen and Packers, General (State) Award.
- (d) Uniforms and Protective Clothing - Atlas Copco Australia will continue to provide Company uniforms, cool weather and protective clothing, wet weather gear and safety boots/equipment, as follows:

Five shirts, three trousers/shorts. Employees shall perform their own laundry.

Cool weather clothing will consist of an Atlas Copco bomber-style jacket and/or a pullover.

Wet weather clothing will be made available to those personnel required to work out-of-doors during wet weather. It will consist of:

- (1) wet weather trousers; and
- (2) wet weather jacket with hood.

Any review of uniforms policy will involve consultation and agreement with all relevant parties.

Items of uniform/protective clothing/equipment issued, will be exchanged, due to fair wear and tear, as required and approved by the supervisor.

- (e) Job advertising - The Company policy that job vacancies be advertised internally shall continue, in order that:
 - (1) all personnel have access to information on staffing movements and opportunities;
 - (2) all personnel have equal opportunity to apply for promotion; and
 - (3) divisional transfers occur with no loss of benefits or conditions.

The Company policy that any person wishing to make applications for a vacancy continues to apply. After notification to the immediate supervisor, the interested employee is to then make a formal application through the Human Resources section.

- (f) Casual Labour - All parties agree to the use of casual or contract labour in circumstances where business demands justify it (on a short term basis, reviewed monthly), given that relevant union delegates are consulted beforehand, by the supervisor. Such casual or contract personnel should be union members. It is not the intention of this agreement that casual or contract labour be used to replace permanent employees. Permanent employees have priority over casual labour when overtime is available.

Casuals employed continuously for a period of more than 3 months will be offered permanent status if the work is deemed by the company to be continuous.

- (g) Rostered Days Off (RDO) - The status quo shall apply. That is, those with an RDO system may keep that RDO system.

However, the Tools Division is considering the implementation of a second shift. If a second shift is implemented it will be on the following basis:

- (a) The Tools Division will make its decision as to when it introduces the 2nd shift in the knowledge that the stores staff will have the choice of going on an RDO system if the 2nd shift is introduced.

- (b) If employees consequently do choose the RDO system then the RDO roster established will operate on a basis whereby 2 people will take an RDO on the same day in accordance with a roster that ensured that the weeks with RDO's in them are reduced.
- (c) Of course, any person who selects RDO's would lose the extra 2 days annual leave that the company previously traded to encourage people away from RDO's.
- (h) Redundancy - The redundancy entitlements and provisions applying to this agreement are as set out in Attachment 2 - Atlas Copco Australia Pty Limited Redundancy Formula and Agreement.

Atlas Copco Australia Pty Limited is committed to conferring with the relevant personnel and the union prior to undertaking any redundancy action.

- (i) Union Matters - Parties to this agreement confirm that notice of consultative committee report back meetings, held in paid Company time, shall be given to the supervisor or Human Resources Manager 24 hours prior to the meeting and that such meetings shall be of 30 minutes duration, commencing at 8.30 am.

The company will allow payroll deductions for Union Dues subject to the employee completing a payroll deduction authority.

11. Skills Development, Education and Training

- (a) Skill Competency Reviews and Training Needs - It is agreed that regular skill competency reviews will be conducted for all personnel, party to this agreement, to identify training and personal development needs and to enable plans to be developed and implemented for the provision of appropriate, accredited training.

Skill competency reviews and training plans will be monitored through the workplace consultative committees.

- (b) Assistance with Study - This agreement acknowledges the Atlas Copco Australia Pty Limited assistance with study policy and confirms the continuation of Company encouragement and assistance to all personnel who wish to undertake external work related studies.
- (c) Personal Development - This agreement confirms the intention of all parties to work towards "total development" of all personnel. This will involve training and development in technical and directly job-related areas, as well as areas of personal development such as communication skills, time management and supervisory development.

These skill areas will be identified during the Skill Competency Reviews and assessment in accordance with national competency standards.

- (d) Job Descriptions - Job descriptions, for all positions, are to be regularly reviewed, revised, agreed and documented to ensure relativity to relevant award classifications and national competency standards.

12. Extra Claims

It is a term of this agreement that the unions and all employees bound by this agreement will not pursue any extra claims, award or overaward, for the life of this agreement, including increases arising from award variations or decisions of the Industrial Relations Commission of New South Wales other than increases that are consistent with the terms of this agreement.

13. Avoidance of Industrial Disputes

The parties to this agreement shall observe clause 5, Dispute Procedure, of the Storemen and Packers, General (State) Award.

14. Not to be Used as a Precedent

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

15. National Standards

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.

16. Continuous Improvement

Management, the union and the employees covered by this agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this agreement. This includes commitment to, and support of, the implementation of a customer focused quality system and achievement of certification in accordance with the AS/NZS ISO 9000 - 1994 series of standards.

17. Renewal of Agreement

Negotiations shall commence no later than two months prior to the expiry of this agreement to consider the nature of changes, if any, to a replacement agreement.

PART B

MONETARY RATES

Table 1 - Wages - Warehouse Personnel

- (a) Upon certification and registration of this agreement, wages will be increased as follows:

Classification Storeworker	Atlas Copco Rate at October 2004	Atlas Copco Rate April 2005	Atlas Copco Rate at April 2006
A	B	C	D
Grade 1	675.55	702.57	730.67
Grade 2	703.60	731.74	761.01
Grade 3	725.05	754.05	784.21
Grade 4	749.15	779.12	810.28

- (b) Wages will be increased in accordance with Column (C) on the first full pay period commencing on or after 1 April 2005.
- (c) Wages will be increased in accordance with Column (D) on the first full pay period commencing on or after 1 April 2006.

ATTACHMENT 1

Atlas Copco Australia Pty Limited Redundancy Formula and Agreement

1. Atlas Copco Australia Pty Limited (the Company), agrees to notify the appropriate union shop steward prior to a retrenchment.
2. Whilst recognising that the Company has the right to employ and terminate, it accepts that any retrenchment be on a basis of volunteers within the Division or otherwise on individual merit will be accepted and entitled to retrenchment provisions, except for re-employment preference.
3. Pay in Lieu of Notice

The company will pay:

Less than three years service	Two weeks
Three years and less than four years service	Three weeks
Four years service or more	Four weeks
If employee is over 45 years of age	Additional one week
If employee is over 55 years of age	A further additional one week

4. Redundancy Pay

- (a) For service as a permanent employee of less than one year, the Company will pay a minimum of five days' pay.
- (b) For service as a permanent employee of more than one year, the Company will pay 17 days' pay for each year of service, calculated on completed years and months with a maximum of 100 weeks payable.
- (c) The Company will pay out untaken sick leave credits.
- (d) The Company will pay out untaken annual leave credits and include the 17.5 per cent loading.
- (e) The Company will pay long service leave entitlements on a pro rata basis after 2.5 years service.

5. The Company will extend preference for re-employment to a retrenched employee, other than a volunteer, should a suitable vacancy for the person occur within a period of six months from the date of retrenchment. Such offer will be made in writing and must be replied to, by the person, within three days of the estimated date of receipt of the offer.

6. The retrenched employee will not receive less than the relevant award entitlement.

National Union of Workers New South Wales Branch

(Signature)

State Secretary

Dated this _____ day of _____ 2005.

Atlas Copco Australia Pty Limited _____

(Signature)

Peter Casey

Group Human Resources Manager

Dated this _____ day of _____ 2005.