

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/97

TITLE: M Collins & Sons (Contractors) Pty limited (Mechanical Fitters)
Enterprise Agreement.

I.R.C. NO: 97/2126

DATE APPROVED/COMMENCEMENT: 13 May 1997

TERM: 1 Year

NEW AGREEMENT OR
VARIATION: New Replacing EA140/94

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Mechanics.

PARTIES: M Collins & Sons (Contractors) Pty Ltd -&- Matthew Benstead, Kenneth Butchers





M. COLLINS & SONS (CONTRACTORS) PTY LIMITED

ENTERPRISE AGREEMENT

1.0 PARTIES TO AGREEMENT

This enterprise agreement is entered into between M. Collins & Sons (Contractors) Pty. Limited ("the Company") on one part and the employees of the company within the occupations of mechanics on the other part.

2.0 TITLE OF AGREEMENT

The agreement shall be known as the "M. Collins & Sons (Contractors) Pty. Limited (Mechanical Fitters) Enterprise Agreement.

3.0 INTENTION

The agreement will apply only to those employees in the occupations identified and engaged by the company at its operations located at:

- (i) Mechanical workshop(s) - Unit 1/5 Fox St Narellan



4.0 EMPLOYMENT OF TRAINEES/APPRENTICES

Nothing in this agreement precludes the company from employing trainees/apprentices at the mechanical workshop(s) located at Unit 1/5 Fox St Narellan, who will be governed by a separate agreement or award.

5.0 DURESS

This agreement is an enterprise agreement freely entered into by the employer and employees and without duress by any party.

6.0 INCIDENCE AND DURATION

The agreement will partially regulate the terms and conditions of employment previously regulated by the Metal & Engineering Industry (State) Award ("the Award") or any other award that replaces that award during the period of this agreement and thereafter until this agreement is rescinded.

This agreement will operate from the date of registration and remain in force for a nominal period of one (1)

calendar year unless varied or terminated earlier by the provisions of the Industrial Relations Act 1991.

7.0 OBJECTIVES

The objectives of the agreement are to establish an enduring and profitable enterprise through that efficient and effective provision of high quality services that will be beneficial to the employees, the company, its clients and the community.

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9.0 NORMAL WORKING WEEK

- (i) The working week will comprise any five (5) days between Monday and Saturday inclusive.
- (ii) The mechanical workshop manager will be responsible for the allocation of the roster to satisfy demands of the workshop.
- (iii) The workshop manager will endeavour to give the employees at least twenty four (24) hours notice of any changes to the roster.

10.0 HOURS OF EMPLOYMENT

- (i) The ordinary hours of employment shall be an average of thirty eight (38) hours per week

exclusive of meal breaks averaged over twelve (12) weeks of the year.

(ii) The ordinary hours of employment shall not exceed eight (8) hours per day.

(iii) The working day shall commence between the hours of 6:00am and 9:00am as required by the workshop manager.

(iv) It is the responsibility of the workshop manager to advise the employees of the required starting time, to satisfy work load demands, by roster or other agreed means.

(v) Rostered Day Off:

(a) It is agreed to provide a Rostered Day Off during the months of February, March, April, May, June, July and August. During this period employees who work (8) eight hours or more on any normal working day shall be paid for seven (7) hours and thirty six (36) minutes as ordinary pay and will accrue as entitlement twenty four (24) minutes for a Rostered Day Off.

(b) Employees who have accrued a minimum Rostered Day Off entitlement of seven (7) hours and thirty six (36) minutes may take a Rostered Day Off on a day mutually acceptable to both the employee and the workshop manager having regard for workload demands.

11.0 WAGE RATES

The agreed ordinary hours wage rate for mechanics party to this agreement is seventeen dollars and fifty cents (\$17.50) per hour.

12.0 OVERTIME

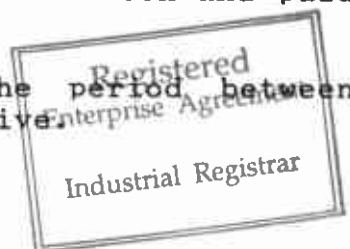
(i) Hours worked in excess of forty (40) hours per week up to a maximum of sixty two (62) hours per week, will be paid at the hourly rate of seventeen dollars and fifty cents (\$17.50) per hour. All hours worked in excess of sixty two

(62) hours per week will be paid at overtime penalty rates.

- (ii) The working of hours in excess of forty (40) hours per week shall be voluntary.

13.0 PAYMENT OF WAGES

- (i) Employees shall be engaged by the week and paid weekly.
- (ii) The pay week shall mean the period between Thursday and Wednesday inclusive.



14.0 MEAL BREAKS

On each working day there shall be an unpaid meal break of thirty (30) minutes taken between the hours of 11:00am and 2:00pm.

15.0 CALL OUT/BREAKDOWN

- (i) The employees agree that in the case of an emergency or breakdown they will report for work as directed by the workshop manager.
- (ii) An employee called out shall be paid the rate of seventeen dollars and fifty cents (\$17.50) per hour worked with no minimum payment.

16.0 ANNUAL LEAVE

Annual leave is as prescribed in the Annual Holidays Act 1944 or any other Act that replaces that Act.

17.0 PUBLIC HOLIDAYS

Public Holidays shall be those days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed together with such days as may be proclaimed by the Government.

18.0 LONG SERVICE LEAVE

Long service leave shall be in accordance with the Long Service Act 1955 or any other Act that replaces that Act.

19.0 SUPERANNUATION

Employees' superannuation payments will be in accordance with the Federal Government's Superannuation Guarantee Charge Legislation.



20.0 SICK LEAVE

- (i) In the first year of service an employee shall be entitled to one week (five (5) days) sick leave.
- (ii) An employee shall not be entitled to paid sick leave in the first three (3) months of service.
- (iii) In the second and subsequent years of service an employee shall be entitled to an additional two (2) days sick leave after each thirteen (13) weeks (eight (8) days per year).
- (iv) An employee who has been on sick leave within the first three (3) months of service may claim that sick leave after completion of three (3) months service.
- (v) Sick leave accrues from year to year.

21.0 DISPUTES & INDIVIDUAL GRIEVANCE PROCEDURES

- (i) It is the intention of this clause to implement procedures to resolve individual employee grievance promptly by conciliation and consensus between both the employer and employee without work restrictions, bans or stoppages occurring.
- (ii) The following procedures are to be adopted in the resolution of individual employee grievances:
 - (a) An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor

shall attempt to resolve the grievance in the first place within twenty four (24) hours.

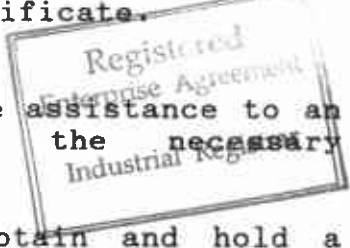


- (b) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further twenty four (24) hours.
- (c) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further twenty four (24) hours.
- (d) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided that grievance has not been resolved, including reasons for not implementing any proposed remedy.
- (e) Should the grievance still remain unresolved the employee and senior management may agree to the involvement of the Executive Director of the New South Wales Road Transport Association to hear and attempt to resolve the grievance.
- (f) If the foregoing procedures fail to resolve the issue within a reasonable period, the grievance shall be referred to the Industrial Relations Commission of New South Wales for resolutions and such resolutions shall be binding on all parties.
- (g) Whilst the above procedures are being followed normal work shall continue.

22.0 CONDITIONS OF EMPLOYMENT

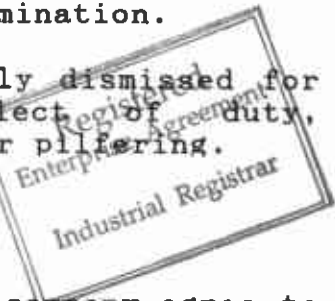
- (i) (a) Employees are required to hold a Motor Mechanics Tradesperson Repair Certificate issued by the Motor Vehicle Repair Industry Council or any body that replaces that body.
- (b) An employee who does not hold a tradesperson's certificate shall obtain a

provisional certificate pending qualifying for a Tradesperson's Certificate.

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- (c) The employer will provide assistance to an employee in obtaining the necessary certification.
- (ii) Employees are required to obtain and hold a Class 5B drivers licence.
- (iii) The employee's blood must be free of alcohol and prohibitive substances whilst at work.
- (iv) (a) Employees agree to undertake a medical assessment to ascertain suitability and fitness for the duties undertaken.
- (b) The medical assessment shall be carried out by the company's nominated licensed medical practitioner.
- (c) It is understood that the company may act on the results of such medical examination reports.
- (d) The result of such medical reports shall be treated by the company with strict confidence.
- (e) The employees agree to adopt a "safety first" approach to the workplace and further agree to accept responsibility to report unsafe situations and work practices to the workshop manager.
- (v) Employees agree to comply with the responsibilities recorded in document D2: Mechanics Responsibilities within the company's Masterfile Roadworthiness Accreditation System as required as part of the Roads and Traffic Authority's Alternative Compliance Scheme.
- (vi) Employees agree to undertake training provided or arranged by the employer to learn skills to enable efficient productive maintenance of the company's equipment.
- (vii) (a) It is the company's policy to issue written warning to an employee in regard to unsatisfactory performance or attitude

to work.

- (b) Written warnings will be issued by the workshop manager.
- (c) Disregard of written warnings will render the employee liable to termination.
- (d) Employees will be instantly dismissed for wilful misconduct, neglect of duty, malingering inefficiency or pilfering.



23.0 PROBATIONARY PERIOD

Employees commencing employment with the company agree to a twelve (12) week probationary period. The purpose of this probationary period is to enable a reasonable evaluation of the employee's work skill in relation to the demands of the workplace. At the end of the probationary period the employer has the right to terminate employment where the employee is unsatisfactory. The employer will provide seven (7) days written notice to the employee of termination under this clause.

24.0 PARENTAL LEAVE

Maternity, Paternity and Adoption Leave shall be granted in accordance with provisions of the Industrial Relations Act 1991, Chapter 2, Part 2, Division 3.

25.0 BEREAVEMENT AND COMPASSIONATE LEAVE

- (i) On occasion of death of an employee's mother, father, wife, husband (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of satisfactory evidence to the employer, the employee shall receive a maximum of three (3) days leave on full pay.
- (ii) The employer may, at its discretion, grant an employee compassionate leave up to a maximum of three (3) days per service year on full pay.

26.0 JURY SERVICE

When required to attend jury service the employee shall be granted leave of absence and be paid by the employer an amount equal to the difference between the amount received by the court for jury service and the ordinary time rate the employee would have been paid had the employee worked.



SIGNED FOR ON BEHALF OF:

M. COLLINS & SONS (CONTRACTORS) PTY LIMITED

Signature: *M. Collins*

Name: *MATTHEW JOHN COLLINS*

Occupation: *M. Collins* Director:

Common Seal of the Company:



Witness: *[Signature]*

Date: *10.2.97*

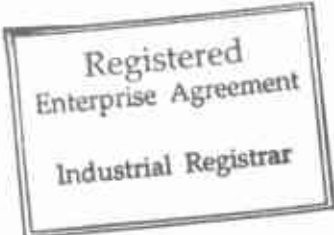
SIGNED BY THE EMPLOYEES

Signature: *M.B. Benstead*
Name: *Matthew John Benstead*
Occupation: *Fitter*
Date: *17-1-97*

Signature: *Ken Butcher*
Name: *Ken Butcher*
Occupation: *Mechanic*
Date: *17-1-97*

Signature:
Name:
Occupation:
Date:

Signature:
Name:
Occupation:
Date:



LIST OF EMPLOYEES

NAMES ADDRESSES AND TELEPHONE NUMBERS

1. Matthew John Benstead
29 Valley View Drive
Narellan NSW 2567
Tel: (046)46 1153

2. Kenneth Allan Butcher
215 Spring Creek Road
Mt. Hunter NSW 2570
Tel: (046)54 5569

