

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/225

TITLE: **Red Australia Equipment Newcastle Branch Agreement 2003-2005**

I.R.C. NO: IRC3/5966

DATE APPROVED/COMMENCEMENT: Approved 6 November 2003/Commenced 4 August 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/173

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all service employees of Red Australia Equipment at Lot 66, Ayrshire Crescent, Sandgate NSW, in respect of employers Northern NSW operations, engaged in the classifications of business, 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, The Australian Workers' Union, New South Wales

RED AUSTRALIA EQUIPMENT PTY LTD**RED AUSTRALIA EQUIPMENT
(Newcastle)****ENTERPRISE BARGAINING AGREEMENT
2003-2005**

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Signature Page

1. Title

This Agreement shall be referred to as the Red Australia Equipment Newcastle Branch Agreement 2003-2005.

2. Application and Incidence of Agreement

- 2.1 This Agreement shall apply at the establishment of Red Australia Equipment Lot 66 Ayrshire Crescent, Sandgate NSW, in respect of the employers Northern NSW 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.
- 3.4 Australian Workers Union – Newcastle, Central Coast and Northern Regions 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 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.
- 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 monthly meeting 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

- 6.1 This Agreement shall be read and be interpreted, wholly in conjunction with the Metal, Engineering and Associated Industries (State) Award, as amended from time to time - provided that where there is any inconsistency between this Agreement and the Metal, Engineering and Associated Industries (State) Award - this Agreement shall take precedence to the extent of the inconsistency.
- 6.2 Provisions of all other registered agreements 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 as listed in this clause as at 31 May 2003, 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 5.0% shall be effective from date of acceptance by the employees and shall be paid on the date of approval by the Industrial Relations Commission of New South Wales.

- 7.2 A further 5.0% increase on the company base rate shall be paid 12 months from the date the union endorses the agreement. This date will be determined from the signatures page.
- 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	1st 5% Increase	2nd 5% Increase
C10	\$610.21	\$30.51	\$32.04
C9	\$640.70	\$32.03	\$33.66
C8	\$671.19	\$33.56	\$35.24

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
- Australian Workers Union – Newcastle, Central Coast and Northern Regions 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 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 all training at single time rates. Training may be scheduled after normal working hours and on Saturdays. Training will not be scheduled on Public Holidays or Sundays.
- 11.2 Saturday training will occur if the training is relevant to the employee's employment or be recognised in the competency standards.
- 11.3 When training exceeds beyond normal meal break times the company will provide either (at its discretion) a light meal or the meal allowance as determined by the award.
- 11.4 If travel is required to attend training as per this clause, time spent travelling greater than your normal time required to travel to the branch, will be paid at single time rates.
- 11.5 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.

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 Australia agrees to allow the union delegate to attend a minimum of 3 day's paid training every year. 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 Australia management prior to training taken place.
The content of the course is relevant to the Industrial Relations issues faced by the company.
Red Australia will pay the wages for the delegate during the training.
Red Australia will record the training on the individuals training record.
The company will consider operational requirements before releasing the employee.

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
1st completed year	\$5.00 per week	\$ 5.00 per week
2nd completed year	\$5.00 per week	\$10.00 per week
3rd completed year	\$5.00 per week	\$15.00 per week
4th completed year	\$2.50 per week	\$17.50 per week
5th completed year	\$2.50 per week	\$20.00 per week
6th completed year	\$2.00 per week	\$22.00 per week
7th 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 will receive a \$100 per week allowance for each week they are rostered for call-outs. 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 roster.
- 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 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.

19. Sick Leave

Sick Leave shall be given and taken in accordance with the award, previous registered agreements and documented company policy.

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

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 At any time an employee may elect to have their accrued RDO balance paid out at single time rates.

21.3 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. 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.

24. Consultative Committee

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

The productivity 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 productivity 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;
- (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 28.

25. Agreement to Be Displayed

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

26. 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.

27. 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.

28. 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 1996*.

29. 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.

30. 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.

31. 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
- 3 short sleeved shirts
- 3 short trousers
- 1 jacket
- 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
- 4 short sleeved shirts
- 3 short trousers
- 1 jacket
- 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.

32. 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*.

33. Duress

No party in this agreement entered this agreement under duress.

34. Anti-Discrimination

- 34.1 It is the intention of the parties to this agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 34.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be

consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

34.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

34.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

34.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.

Certified Copy of Enterprise Agreement

Red Australia Equipment (Newcastle) Enterprise Agreement

It is hereby certified that the above mentioned agreement was registered on - 2003.

This and the previous 13 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

Raymond Pepper - (Date)
Newcastle Branch Delegate

Gary Richmond - (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)

SIGNED on behalf of the Australian Workers Union - Newcastle, Central Coast and Northern Regions Branch.

State Secretary - (Date)