



**NEWCASTLE**

**FIRE EQUIPMENT SERVICE AND SALES DIVISION**

**ENTERPRISE AGREEMENT**

**2023 – 2027**

**FIRE EQUIPMENT  
DEPARTMENT**

**NEWCASTLE BRANCH**

WORMALD AUSTRALIA PTY LIMITED 80 008 399 004

NEWCASTLE  
FIRE EQUIPMENT  
SERVICE AND SALES DIVISION  
ENTERPRISE AGREEMENT  
2018- 2021

## Title

This Agreement shall be known as the Wormald Newcastle Fire Equipment Service and Sales Division Employee Enterprise Agreement 2023– 2027.

### 1. Parties and Persons Bound

This agreement shall be binding upon:

Wormald Newcastle Fire Equipment Service and Sales division  
, herein after known as the “Company”, in respect to its employees engaged in the occupations, industries and callings covered by the Metal Industries award 2010 as varied from time to time. Employees employed in the classification of the said award and employed by Wormald in the Newcastle depot

### 2. Objectives

The objectives of this Agreement are to:

- a) Increase the efficiency of the company by the effective utilisation of the skill and commitment of the company’s employees;
- b) Improve the living standards, job satisfaction and continuity of the company’s employees by improving upon existing award and industry standard;
- c) Create a cooperative and productive industrial relations environment;
- d) Provide workers with more varied, fulfilling and better-paid employment;
- e) Promote the formation of multi skilling to provide for a more flexible approach to a varied range of job tasks
- f) Promote the continued skill formation of workers to carry out traditional tasks and those additional tasks related to the formation of a multi skilled environment;
- g) Maintain a safe working environment;
- h) Establish effective communications between the Company and the employees to ensure that the workforce are kept fully informed and wherever possible allowed an input into decision making that effects the work environment and the future employment of workers with the Company;
- i) Maintain and continue the integrity of trade training and adequate numbers of trades people through apprenticeships/ contracts of training;
- j) Maintain the highest possible standards of fire protection, with a view to enhancing the environment, to efficiently use resources and to ensure the preservation of life and property without exceeding the conditions of order or contract.
- k) To ensure client satisfaction in the provision of our services.

### 4. Commitments

In order that the objectives of this agreement are achieved the parties are committed to ensuring that:

- a. The measures contained in this agreement lead to real gains in productivity within the employees.
- b. A broad approach to productivity is adopted incorporating such things as job management and labour efficiency, quality, training, adequate standards of occupational health and safety, working conditions, environmental concerns, quality of working life issues and equity issues.
- c. The measures provided for in this agreement will be implemented through consultative mechanisms agreed to between the parties to this agreement.
- d. Productivity measures will not be implemented at the expense of health and safety standards and wherever possible safety standards will be improved.
- e. The dispute settlement procedures provided for in this agreement are rigorously applied and enforced.

- f. A free flow of information occurs between the company and employees concerning all aspects of the construction process (including the pre-construction process) to improve the setting up and running of jobs once a contract has been awarded.
- g. The company and employees agree to work together and focus on creating a culture within the organisation that strives to promote a high level of service and customer relationships.
- h. The company and employees agree to provide constructive feedback in a form providing possible solutions to inadequacies within the work environment.
- i. The company and employees agree to promote a multi skilled environment within their skill levels to enhance the efficiency of the service provided to our customers.

## **5. Period of Operation**

5.1 This Agreement shall operate once approved by Fair work Australia (FWA) and will remain in force until **1<sup>st</sup> October 2027**. The agreement may only be terminated by the parties to the agreement in the manner prescribed in the Fair Work Act 2010.

## **6. Relationship to Parent Award and Agreements**

6.1 The Metal, Industries Award 2010 as varied from time to time is the parent award and shall be incorporated with this agreement .

6.2 The terms of this Agreement shall prevail over the terms of the Parent Award to the extent of any express inconsistency.

## **7. Wages**

Wage rates for employees shall be as prescribed in Appendix 1. These wage rates are effective from approval or the next pay period to that date.

Expense related allowances, will be paid in accordance with the Parent Award and varied from time to time. Expense related allowances will be the only allowances that move during the life of this agreement.

### **Superannuation**

The Company must ensure that every employee bound by this agreement is a member of an approved Superannuation Fund.

All Superannuation contributions will be paid as required by the trust deed.

It is agreed that Ordinary Time Earnings shall be defined as per Superannuation Act.

The Company will pay superannuation contributions into an agreed Superannuation Fund for each employee. It is hereby agreed that this Superannuation Fund or other agreed equivalents will be the funds utilised under this Agreement. The contribution rate shall be as required by the Superannuation Guarantee Legislation, provided that the weekly minimum contribution for all employees, except apprentices and trainees, will be: -

- (a) Upon commencement of the Agreement: 9.5% of the rate applicable for each level as contained in Appendix 1

## **7.1 Allowances**

### **Living away from home allowance**

The company is committed to provide an adequate standard of support, workplace amenities and living conditions for employees who are, by their work location, temporarily required to remain away from home.

Where employees are required to remain away from home overnight:

- The company must supply suitable accommodation and three adequate meals each day and \$10 per day out of pocket expenses; or
- The company where in agreement with the employee being provided accommodation, may elect, in lieu of providing three meals per day, to pay out the employee \$55 per day. If this occurs the additional \$10 per day provided for out of pocket expenses will not be paid.

The employer agrees to reimburse any work related out of pocket expenses which an employee may expend while they are living away from home.

The company where in agreement with the employee may elect in lieu of being provided accommodation and 3 meals per day or to elect to be paid \$100.00 per day LAHA, which would allow the employee to find their own suitable accommodation and meals per day. If this occurs, the additional \$10.00 per day provided for out of pocket expenses will not be paid.

## **8. Probationary Period**

New employees commencing with the Company will serve a three (3) month probationary period. Those employees will receive all wage benefits of the enterprise agreement from their commencement date. New employees pay classification will be determined by the level of Industry experience, formal qualification, and responsibilities.

## **9. Travel and Fares allowance**

Fare Allowances.

For person "in charge" of a company vehicle travelling to site – nil fares.

For person travelling to/from site in company vehicle - nil fares.

### **Negotiated Travel.**

When employees travel outside normal working hours, ordinary rates apply, unless prior arrangements are made with the immediate supervisor as the travel rate may be deemed to be project specific. The above requirement does not relate to afterhours call outs or other work where after hours rates are chargeable to the customer, in all such cases overtime rates apply.

Where the employee is required to commence work on a site other than their normal place of work, the estimated difference in travel time from the employee's residence to the normal place of work, shall be paid.

**Unreasonable travel distances will not be expected. Where excessive travel is required, with the combination of travel and actual hours worked being greater than 16 hours each day for 2 days or more (causing 32 Hours to be worked in any 48 Hour period), the employee through negotiation with the company may elect to be provided accommodation as per clause 7.1. (hows this work)**

Use of Own Vehicle.

When an employee is required by the company to use his own vehicle a Payment of \$0.64 per K/m, calculated from the Singleton Wormald Office to the site and return shall be paid. Rate of payment per K/m may vary in alignment with the Federal Metal, Engineering and Associated Industries Award.

## **10. Dispute Settlement Procedure**

10.1 The procedure outlined in Appendix 2 shall apply.

## **11. Consultation and Introduction to Change**

Consultation to change will be in line with the model clause under the Fair Work Act 2010

## **12. Skills Development Program**

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited and/or in house company based training. It is agreed that where formalised training program/s is/are implemented within the workplace, employees will be expected to achieve the minimum agreed performance criteria.

Employees not meeting these levels will be provided with assistance. Should the level of performance not improve, the company counselling & discipline procedure as described in this agreement may be initiated, if required.

Personnel are expected to maintain performance levels established via the consultative committee. Employees not meeting these levels will be provided with assistance. Should the level of performance not improve, the counselling procedure will be initiated.

## **13. Vehicles**

Where Wormald provides vehicles to company employees to carry out their work function, it is the responsibility of the vehicle driver to ensure the vehicle is maintained regularly, as a minimum to maintain the vehicle warranty as required by the vehicle manufacturer, and be kept in a secure and clean state in accordance with the company commercial vehicle policy. Employees shall behave in a responsible manner when in control of a company vehicle. Appendix 4 contains the company's vehicle policy. A copy is to be supplied with this agreement.

The private use of a company vehicle shall be for issues incidental to work and shall be minimised within a 10km radius of the employee's primary residential address. Any damage's occurred to a company vehicle outside the 10km radius and not being used for work purposes, will become the responsibility of the appointed driver, including costs and disciplinary action may be required.

Any traffic offence committed while in control of a vehicle, including but not limited to parking fines and camera offences, are the sole responsibility of the person assigned to the vehicle. Where an offence such as the above is committed by an employee other than the employee normally assigned to the vehicle the employee normally assigned to the vehicle shall provide evidence and/or be required to sign an R.T.A issued statutory declaration that they were not in control of the vehicle, nominating the person who was in control of the vehicle at the time of the incident. Where the vehicle is reassigned by the company and is outside of the control of the employee, the company is required to maintain a satisfactory log of the person responsible for the vehicle.

All accidents must be reported immediately or as soon as practical to the police and to your Manager. No liability is to be admitted at any time.

Company will reimburse any parking fees reasonably incurred in carrying out your duties.

## **14. Uniforms**

Company provided uniforms must be worn at all times. They are to be maintained in a clean and presentable manner.

An annual uniform issue will be provided to all employees. The annual uniform issue will consist of the following; 3 pairs of trousers, 3 shirts. In the interest of projecting a professional image to our

clients uniforms will be replaced on a fair wear and tear basis if required in addition to the annual uniform issue.

New employees will be provided with three (3) sets of uniforms at the completion of their probationary period, or earlier at the sole discretion of the company. Two pairs of overalls will also be provided if required for dirty areas. A suitable bluey jacket or similar will also be provided and shall be replaced on a fair wear and tear basis.

Employees must be supplied with safety footwear within three (3) months of commencement which meets the requirements of the Workplace Health and Safety Act and Regulations, which shall be of a reasonable standard of comfort.

Annual Footwear can be purchased up to an amount of \$200.00 per issue in consultation with their direct Supervisor. All uniforms and footwear must be purchased from a Wormald preferred supplier, please discuss with your Supervisor for locations and authorisation prior to purchase.

The employee must discuss this option prior to purchase as the company reserves the right to request that the employee purchase this foot wear, if available at a lower cost, from the company's preferred supplier.

Safety footwear shall be replaced on a fair wear and tear basis providing the redundant item is handed in for replacement.

On commencement of employment, new starters will be issued with the uniform required to present them in a professional manner.

Cleaning and reasonable minor repairs to an employee's overalls to a maximum of two pairs per week per employee shall be provided by the company.

## **15. Induction Procedures**

15.1 The parties acknowledge that it is in the interest of all concerned that all new employees in the company understand their obligations under this agreement and are introduced to their jobs in a manner, which will help them to work safely and efficiently.

15.2 In order to achieve this it is agreed that Company Management will provide employees an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation.

15.3 All employees, including existing employees, will be required to undergo the company's, on line, intranet induction program and achieve a satisfactory pass mark within six (6) months from becoming a party to this agreement. This induction program will be completed within company allocated time and at the expense of the company. Where this induction program is varied from time to time, the employees may be required to undergo such training to ensure an understanding of the company's current requirements are maintained, all such training will be carried out at the expense of the company.

15.4 A detailed explanation shall be provided regarding security, emergency procedures, rates of pay, and any applicable agreements affecting wages, conditions and work practices.

15.5 The induction presentation and materials shall have regard to the language skills of the employer/employee.

15.6 All external inductions which the company will incur the resulting costs from will always be owned by the company and not the employee.

15.7 Employees are to provide a minimum 48 hours notice if an induction cannot be attended. If the employee is on sick leave a doctor's certificate must be provided. Failure to meet this requirement

will result in the cost of the induction to be paid from the employee's productivity allowance which will commence the week following the missed induction and will continue until the full amount is paid. Consultation must commence between supervisor and the employee regarding any induction being missed and costs being deducted from the employee's productivity allowance.

## **16. Hours of Work and Rostered Days Off**

In recognition of the need to gain greater productivity and efficiencies in respect of working hours the parties agree to the following measures, aimed at providing increased flexibility for both the company and the employees as to the arrangement of hours of work and the allocation of RDO's.

### **Hours of Work**

For Wormald to meet changing demands within the market place and provide coverage over the normal span of business hours 6.00am to 6.00pm for clients, it is required by mutual agreement between both parties of this agreement for employees to commence work at various start times to meet client expectations. Penalty rates will commence at the conclusion of the shift if the employee is required to work longer than the normal eight (8) hours. If required to start work, before 6 am, except in the case of where shift allowance is paid (refer below), the time of start until 6am or outside the hours of 6 am to 6 pm shall be at penalty rates, except for travel, which would be paid in accordance with clause 9 "Travel and Fares".

Shift allowance shall be paid when an employee is requested to work a shift outside the hours of 6.00 am to 6.00 pm. The employee shall be paid at a rate of 115% of the employee's ordinary rate excluding allowances for the first eight (8) hours worked in any one shift and penalty rates thereafter. The working of the above shifts shall be by mutual agreement between the company and the employee. A minimum of one (1) weeks notice shall be given to the employee otherwise penalty rates shall apply in lieu of shift allowance.

Where requested to work less than five (5) consecutive shifts, during the period of Monday to Friday, outside of normal working hours or in the case of emergency after hours callouts where greater than three (3) consecutive hours are worked, the employee shall be given a ten (10) hour break commencing at completion of their last shift worked or in the case of emergency after hours call out's shall be given a 10 hour break on completion of their final call out performed that night based on the outcome and required actions of the fatigue management plan when enacted during the shift period. Where this ten (10) hour break creates a situation where the employee cannot complete eight (8) hours of work during the normal hours of work of the next day the employee shall be paid at ordinary rate for the period of the break which encroaches on the normal eight (8) hours of work.

Penalty rates for overtime shall be paid at a rate of time and one half for the first two (2) hours and double time thereafter. Public holidays are to be paid at a rate of double time and one half.

The above provision does not apply to after hours emergency callouts which are to be paid at all times at a rate of double time for a minimum of four (4) hours.

### **Rostered Days Off**

The Industry nominated RDO shall be observed except that, subject to agreement between the employer and the employees on sites affected, the taking of RDO'S may be altered provided that:

Employee will have the option as laid down below either option 1,2 or 3:-

#### **Option 1**

The employee takes the Industry Nominated RDO day as per the industry-produced calendar for RDO's each year.



## Option 2

The employee works on the industry nominated RDO day and then has one day off within 3 weeks of that Industry RDO day. A minimum of 3 days notice should be provided to your supervisor for approval prior to taking the RDO.

## Option 3

Employees and management can by mutual agreement enter into different arrangements to suit the efficient running of the business and to lessen impact to the company or employees.

## 17. Occupational Health and Safety

The Company is committed to a zero accident philosophy providing a safe and healthy working environment for its employees. The emphasis of this commitment is identification of potentially unsafe practices and the prevention of accidents and injury. The company has a very strict safety culture; all of the company's policies and procedures relating to safety are mandatory.

All employees must report any accidents or near misses to their supervisor immediately. Any injuries resulting from accidents must be reported to the supervisor immediately. The supervisor will report these accidents/incidents to the Company Safety Manager immediately.

The company shall provide personal protective equipment in accordance with the relevant Workplace Health and Safety legislation. The company shall also provide the following protective equipment made to the appropriate Australian Standard for use, when necessary, by employees during the performance of their required duties:

- |  |                             |
|--|-----------------------------|
| (a) Safety helmets/Shade;                  | (b) Gloves;                 |
| (c) Eye protection;                        | (d) Ear/Hearing protection; |
| (e) Skin: protective 30+ cream/sun screen. | (f) Safety footwear         |
| (g) High Visibility vests                  | (h) Respiratory Protection  |

One pair of UV rated safety glasses or UV rated safety prescription lenses will be provided to employees who are required to work on reflective surfaces such as metal decking, large concrete slabs exposed to sunlight and roofing curtain walling.

Employees will provide on commencement and during the term of their employment prescription spectacles and lenses, which meet the requirement of the Workplace Health and Safety Act and Regulations.

The employer will reimburse the employee up to \$300.00 for the cost of the employee providing prescription spectacles and lenses. The employer must be provided with the original receipt of purchase prior to reimbursement.

The spectacles and lenses shall be replaced on a fair wear and tear basis however lost or stolen spectacles must be replaced at the employee's expense.

The parties agree that appropriate eyewear will be worn at all times during working hours and to keep all items clean and in good repair.

If there is a safety issue, the area under dispute shall be isolated (if considered dangerous by either party), barriers put up, suitable notices attached and every effort should be made to solve the safety issue without any undue delay, and if safe to do so, work should continue in all other areas until a resolution on the issue is found.

It is also a requirement of this agreement that a random and blanket drug and alcohol testing take place on a regular basis you ensure fitness for work/ impaired performance management can occur.

In the interest of all employees it is also a condition that testing be performed on suspicion of impaired performance of an employee.

This testing shall be in accordance with company policy and should a non negative result be achieved the employee will be stood down and removed from the workplace immediately. Should an employee refuse to be tested, this shall be treated as a positive result and the employee will be removed from the workplace until such time that the employee submits to testing. Should the employee continue to refuse testing the counselling and disciplinary procedure shall take place up to and including summary dismissal.

The company recognises that drug and or alcohol dependency is an illness and should an employee indicate that he/she has a dependency the company will consider rehabilitation in accordance with the company drug and alcohol policy

In addition to the above an employee who records a positive result and is subsequently rehabilitated in accordance with the company policy shall be subject to ongoing testing at random, but not more than monthly intervals, to ensure they continue to remain fit for work. All testing shall be conducted in accordance with Australian Standard AS4308-2001.

## **18. No Further Claims**

The Company and Employees or their nominated representative agree not to pursue any further claims except where consistent with this agreement.

## **19. Flexibility**

The terms in of the Agreement may be varied by an individual flexibility arrangement (“IFA”).

The Employer will not make an IFA unless the following conditions are satisfied:

The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;

The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;

The IFA must be genuinely agreed to by the employer and the employee;

The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

The IFA must be able to be terminated:

by either the employee, or the employer, giving written notice of not more than 28 days; or

by the employee and the employer at any time if they agree, in writing, to the termination.

The IFA must be in writing and signed:

in all cases—by the employee and the employer; and

if the employee is under 18—by a parent or guardian of the employee; and

The IFA must be given to the employee within 14 days after it is agreed to.

It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

## **20. Counselling and Discipline Procedure for Employee Performance and Conduct**

Managers, supervisors and employees will endeavour at all times to solve performance or conduct issues at a counselling level so that issues do not escalate to a formal discipline process. Employees will be given an opportunity to respond to any allegations or complaints concerning either their performance or conduct.

Performance counselling; A performance or conduct related issue is identified and substantiated. The employees viewpoint will be sought, expectations in accordance with this agreement are clarified and agreed actions and timetable are developed. This stage is only to be used for employees who have agreed objectives set out in a performance improvement plan.

Performance improvement plans; The performance improvement plan (PIP) is a formal document which describes a performance deficiency, confirms required performance and the timeline for improvement.

The PIP will include actions to be taken by the employee and by the supervisor and manager to support the employee's efforts.

In all of the above steps the employee retains the right and will be given the opportunity to have a delegate or other representative present.

The formal discipline procedure below is to be followed should the above steps fail, or at the discretion of the company or in the event of sever discipline or conduct issues involving employees covered by this agreement.

- a) A verbal warning may be given in the presence of the employee representative.
- b) A first written warning may be issued in the presence of the employee delegate either in lieu of a verbal warning or after a verbal warning.
- c) A second written warning will be issued only after extensive discussions have taken place between the person involved, the company representative, and the employee representative.
- d) A third and final warning will be issued only after extensive discussions have taken place between the person involved, the company representative, and the employee representative.
- e) At all stages of the warning procedure the employer must outline the employee's alleged lack of performance or conduct and the employee has the right to respond to the allegations in question and have his response duly noted on his file.
- d) Notwithstanding any other provision in this Agreement, Wormald may terminate your employment immediately for serious misconduct, without notice or payment in lieu of notice.

After a period of twelve (12) months of improved performance of conduct then these warnings will be null and void.

## **21. Agreement to be displayed**

Copies of the Agreement shall be displayed in places readily visible and accessible to all parties covered by this Agreement and a copy of this agreement shall be provided to the employee on request.

## **22. Electronic Funds Transfer**

In accordance with company practice the parties agree that Employees will be paid by Electronic Fund Transfer.

## **23. Performance Measurement**

An integral part of this Agreement is the requirement for the parties to develop and utilise productivity and efficiency indicators to be able to continually improve performance and the company's market position.

The indicators detailed in appendix 5 will be used as a minimum, however further indicators may be used in agreement through the employees and shall develop further KPI's to increase an employee's awareness of company requirements and objectives and shall take into account the employees working environment and the employee requirements to enhance the employees environment while increasing the workplace efficiency.

Key performance indicator assessments will be carried out by the employees direct supervisor on a quarterly basis or sooner if required. The purpose of the KPI assessment is to provide formal feedback to the employee and to measure and increase employee awareness and efficiency. All KPI results will remain confidential between the employee and the company, and shall not be used to implement, replace or validate the functions of the counselling and discipline procedure as detailed in clause 20.

The KPI session shall be held as a 360 degree discussion with fair and reasonable attention given to the requirements of employee and the company.

**Refer Appendix 5 Key Performance Indicator Scoring Table.**

## **24. Extreme Weather Conditions**

In the event of extreme / adverse weather (e.g Wet or extreme heat), work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

During adverse weather conditions employees shall carry out a Job Safety Analysis to determine whether the required work can continue to be carried out in a safe manner. Control measures shall be implemented where identified to be required by the Job Safety Analysis. The company may request to be involved in the preparation and implementation of the Job Safety Analysis.

Whilst in adverse weather, employees will be required to:

- \* Continue to work undercover or relocate to alternative work under cover, on site.
- \* Obtain materials and services for men working under cover where there is only minimal exposure to adverse weather.
- \* When required, perform emergency and safety work.

The employer shall provide personal wet weather clothing as necessary. Such clothing will remain the property of the Company and it is the employee's responsibility to take reasonable care of the clothing.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with this agreement and award conditions, regardless that some employees may be entitled to cease work due to wet weather.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between the affected employees and Wormald local management.

This procedure will not affect the parties right and responsibilities of all applicable OHS and environmental acts.

## **25. Mobile Phones**

Should an employee be authorised to use their own mobile phone for company purposes. The Company will pay for business related telephone calls only.

Mobile phones provided by the Company are to be used for business related calls only. All calls are to be kept to a minimum time frame and the use of call features such as message bank and data calls shall be utilised in an efficient manner.

Where an employee is required to work unplanned overtime, the company shall permit the reasonable use of the company phone for the purpose of notifying affected parties (Spouses, Parents, Children etc)

Any employee's mobile phone bill exceeding \$50.00 per month will be reimbursed back to the company via deduction of their productivity allowance until the difference of the amount is paid. The amount can be deducted in 1 weekly payments if required from the employee. If additional costs are business related, the employee will not be required to reimburse the difference from their productivity allowance, but an explanation will be required.

## **26. Technician Documentation**

In order that we may claim for works performed for our Clients the following Site Records and company documentation must be maintained and supplied when required.

- (a) Daily Site Diary
- (b) Request for Information Log
- (c) Request for Site Instructions
- (d) Delay Notification (Site Diary)
- (e) Details of quoted works variations
- (f) Technical Service Call Reports (TSCR Dockets)
- (g) Records of Servicing (ROS Dockets)
- (h) Defect Rectification Authorities (DRA reports)
- (i) Commission Test Documentation
- (j) Pronto Stock List
- (k) Tool Testing Records and Forms
- (l) Ladder Inspection Records and Forms
- (m) Harness Inspection Records and Forms
- (n) Wormald Weekly Timesheet
- (o) Other documentation as may be reasonably required from time to time (After consultation & acceptance by employees)

Note: These documents must be signed by our Clients where required.

### **Important**

1. No Fire System or equipment is to be left inoperable, unless it is an impossible to repair or approval from the Supervisor/Manager or the Building Owner has been obtained to leave it inoperable.
2. If you are asked to isolate fire systems on site by a Client, you must notify the office and install a shut down notice on the system before carrying out this work so that the information is recorded and reactivation can be arranged. A TSCR docket or similar shall be completed and a copy provided to the client in all such instances.
3. Weekly timesheets will be processed as they are supplied from all employees, it is the employee's responsibility to ensure that all numbers are listed including job numbers, correct hours detailed and all claimable allowances including on call and productivity.

All breakdown and repair dockets must display a valid purchase order, supplied by the customer. If the site specific requirements are to have a purchase order per job, whether it is a service call or a breakdown, that is what we will need from the employee.

Supply of all site documentation refers back to clause 23. Performance Measurement, which can be scored via the KPI table during quarterly employee performance reviews.

## **27. Temporary Higher Duties Allowance**

In addition to the grade structure there will be an allowance of \$1.00 per hour paid for a temporary higher duties allowance for those persons carrying out duties at above or in between their current grade. This allowance is to be pre-discussed and decided between Supervisor and Technician and shall be applicable for a minimum period of 38 hours on each occasion and shall be paid during overtime hours at the applicable loaded rate.

## **28. Training – Company arranged**

The company in consultation with the employees are to agree and schedule training programs in order to meet our customer's requirements and to maintain and improve the skill levels in all facets of our industry environment. It is envisaged to allocate a minimum of three (2) days per annum which may be conducted in smaller time periods to suit the employees and company's work commitments.

Management and employees shall through consultative measures draw up a training schedule to ensure training needs of employees are met.

## **29. Training – Industry Training Leave**

Approval for leave for the purpose of further training within the employees work scope shall be considered by the company on application from the employee. To be considered the training must be beneficial to both the company and the employee. Satisfactory notice shall be given for approval to be granted by the company. Employees will be paid their normal rate including all allowances while attending these approved courses unless varied through negotiation between the employee and the company.

## **30. Stolen Tools**

The Company shall replace stolen tools like for like (not brand for brand) up to the value of \$ 1,500 - provided that: -

- (a) The tools were securely stored at the Company's direction in a workshop, lock-up on site, or in a vehicle where the employee was not in attendance; and
- (b) A list of tools is provided in the commencement of this agreement and updated every anniversary. This will be the responsibility of the employee.
- (c) If tools are stolen and the company does not have a current tool register supplied by the employee within their 12 month anniversary date the costing of the replacement tools will be provided by the employee.
- (d) The matter is reported to the Police.

The company shall replace damaged or lost tools where the damage or loss is determined to be due to working within an exceptionally harsh environment and the loss or damage could not reasonably have been prevented by the employee.

The employee will replace tools as required under clause 31 that are subject to fair wear and tear such that a satisfactory tool kit is maintained.

### **31. Minimum Tools to be Supplied by Employer**

All employees shall for the purposes of work have the following tools and shall maintain them in a safe/ serviceable condition. The parties to this agreement may review this list during the life of this agreement and vary it by agreement by all, or for a group of employees. All tools shall be of an industrial quality as normally accepted for use by a tradesperson. For loss or damage, these tools are to be replaced by the employee.

- Full set of various types and sizes of screwdrivers
- Eight meter tape measure
- Socket set
- Imperial and metric spanner set
- One 12 inch adjustable spanner
- Vice Grips
- Medium (10") multigrips
- Hacksaw
- Tool box
- Hand Crimper
- Number Punch

The company is responsible under this clause for the provision of all other specialised tools and equipment or consumable equipment including the following

- All power tools
- All battery operated tools
- Specialised testing tools
- Consumables-hacksaw blades
  - drill bits
  - etc
- Specialised test equipment.

### **32. Additional Day Off**

It is agreed between the parties that employees working under this agreement will be entitled to an additional paid day off (family recreation day) the nominated day will be agreed with employees and company and be on an annual basis during the life of the agreement.

### **33. Annual leave**

The employee who wishes to access annual leave shall give four (4) weeks notice to the company or less by agreement. Agreement for leave will not be unreasonably withheld. Approval/ disapproval shall be given within one (1) week from request in writing. Dependant on company needs, an employee should not accumulate greater than six (6) weeks accrual.

### **34. Performance Grade & K.P.I review.**

A quarterly review is required to be carried out with each staff member on their performance during the past quarter. This review should include areas where they are excelling as well as identify areas where training is required and those that require improvement.

A standard template will be used by all supervisors and administration staff to monitor all key performance issues. This will enable thorough quarterly employee review processes.

The review process shall be performed in a fair and reasonable manner which provides the employee the opportunity to respond to claims made by the company. A formal and accepted procedure shall be developed by the company and agreed by all parties prior to performing the reviews.

All parties agree that business units require a mix of grades to operate competitively in the market place, this mix will be mutually agreed between employees and management. Employees may be moved up grades dependant on company service level requirements in conjunction with performance grade & K.P.I review.

### **35. Specific requirements for standby “On Call” staff.**

- a) Wormald undertake to provide the services of qualified and experienced personnel to perform after hours standby duties on a rotational basis.
- b) Employees shall discuss and arrange a suitable roster arrangement with the field supervisors, supervisor/s and branch manager to ensure the load is spread evenly across all participating in the call out roster.
- c) Should an individual not be able to meet their obligations while on the roster it is their responsibility to organise a replacement and advise their supervisor of the changes.
- d) At time of leave application, any changes to on call requirements shall be sorted out and service co-ordinator & supervisor advised.
- e) Any staff member on after hours call out roster shall be given by the company a procedure for any client that requires specific steps/ actions to take place.
- f) To enable the company to present to the customer a professional image, it is a requirement that when attending any call out that the company uniform be worn and Wormald identification/ security passes are available if required.
- g) Due to the nature of many of our contracts, attendance on site is required to meet contractual obligations. If delayed at a previous call out every endeavour should be made to try and contact the client and or your supervisor and to make alternative arrangements.
- h) If emergency assistance is required, the service supervisor should be contacted. The company shall provide a list of chain of contacts (i.e. Service Supervisor then Service Manager, etc)
- i) Where an employee has been on the call roster for an exceptional period of time, on request, the company will endeavour to make arrangements to allow the person to have time away from the roster.
- j) Standby allowance of \$280.00 per week to be divided between 2 employees on a daily rate of \$32.50 for Monday to Thursday and \$50.00 per day Friday through to Sunday inclusive.
- k) Special standby allowance for a public holiday of \$60.00 per day and a special standby allowance of \$80.00 for Christmas day and New Years day. These special allowances are in addition to the normal standby allowance.
- l) All callouts for public holidays shall be paid at a rate of (3) times the normal rate of pay or time provided off in lieu of the public holiday hours worked after agreement of both parties through negotiation with the company.
- m) The parties agree to develop a suitable fatigue management plan to ensure that after hours on call staff are not subject to excessive periods of work including late night/early morning driving. The fatigue management plan will seek to address risks associated with extended periods of work and the consequences of the risk. It shall be the responsibility of the J.C.C to facilitate the construction and implementation of the fatigue management plan.
- n) All A/H Call Outs to be paid at a Minimum of 4 Hours where this is chargeable to the customer.



## Employee Grades Classification Table (APPENDIX 1)

Employee Grades Classification as at ....	
Grade	Brief Position Description
Grade 6	Has completed ALL training and is certified. - Project Manager or Department Supervisor.
Grade 5	Has completed ALL training and is certified, Field Supervises others. - 4x Additional multiskilling competency Minimum Certificate II Asset Maintenance
Grade 4	Has completed ALL training and is certified, Can work unsupervised. - 3x Additional multiskilling competency - Minimum Certificate II Asset Maintenance
Grade 3	Has completed ALL training and is certified, Can work unsupervised. - 2x Additional multiskilling competency
Grade 2	Has completed ALL training and is certified, Can work unsupervised. - 1x Additional multiskilling competency
Grade 1	No Industry or Product Experience.

" Additional multiskilling competency "	Per Skill
Portable Fire Equipment Testing (Extinguishers, Blankets, Hose reels, Hydrants, Eyewash Stations)	0
Exit and Emergency Lighting Testing	1
Fire Door Testing	1
Passive Fire Testings	1
Basic Fire Panel Testing	1
Basic Fire Pump Set Testing	1
Fire Training and Evacuation Diagrams	1

Grade	21/11/23 – 21/11/2024					
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Grade 6		\$40.00				
Grade 5		\$38.00				
Grade 4		\$36.00				
Grade 3		\$34.00				
Grade 2		\$32.00				
Grade 1		\$30.00				

These rates include tradesperson, tools, mobility and construction, leading hand and forepersons allowances where applicable.

<b>"Worked Hours Allowances"</b>	<b>Per Hour</b>
Productivity Allowance (All Employees)	\$2.00
<b>One Steel Allowance</b>	<b>\$1.50</b>
Temporary Higher Duties Allowance	\$1.00
Certificate II Asset Maintenance	\$0.50

**Notes:**

Wormald hold the right to limit the number of employees eligible for movement above Grade 3 and is subject to the business needs. Movement into grades above grade 3 will be on application when a position in these grades becomes available.

- **Temporary higher duties to be negotiated with Supervisor prior to claim.**
  - **Cert II not claimable during annual and sick leave**
- **Additional multiskilling competencies to be assessed and approved by Supervisor or Manager**

**OVERTIME RATES**

All overtime other than emergency after hours callouts or where chargeable at overtime rate to the client shall be paid at a rate of time and one half for the first two (2) hours and double time thereafter. Where the overtime is chargeable (eg. Breakdown or repairs) to the client at our full penalty rate it shall be charged at a rate of double time.

**PRODUCTIVITY ALLOWANCE**

To be paid to all Grades per hour worked including all required safety inductions and shall be deducted as per productivity allowance table.

All claims for productivity are the responsibility of the employee and are to be made by entry into the employee's weekly timesheet

If a weekly productivity entry is missed by the employee, the missed entry cannot be entered into the next weekly timesheet due to costs accruing on the incorrect jobs.

Note 1: Where a sick day is taken without a certificate the combined productivity allowance shall not be paid for that day and shall also not be paid for any over time worked in the week except for emergency after hour's callouts.

**Productivity Allowance Table**

<b>Description</b>	<b>Allowance Payable</b>	<b>Rate loss</b>
Annual Leave	No	For the day
Workers Comp	No	For the day
RDO	Yes	For the day
Sick with Certificate	Yes	For the day
Sick without certificate	No	For the day
Public Holidays	Yes	For the day
Bereavement	Yes	For the day

## **APPENDIX 2 - DISPUTES SETTLEMENT PROCEDURES**

1.1 It is the basic intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a work stoppage or other form of ban or limitation upon the performance of work. An employee is entitled to representation during all steps of this procedure

### 1.2 Grievance/ Dispute Procedure

1.2.1 The parties to this procedure undertake that when a matter is in dispute, or a matter which may arise from the implementation of the National Employment Standards which is likely to cause a dispute for any reason whatsoever (other than matters for which separate procedures are set down in this agreement), the following procedures shall be followed.

1.2.2 The parties agree that direct action will not be taken by any party in a dispute situation until a seven (7) day cooling off period has been observed. The parties shall implement the status quo that existed prior to the dispute during the seven (7) day period.

1.2.3 Other than disputes or grievances caused by safety issues, work shall continue without interruption whilst the consultative team discuss the dispute with the employer and both parties shall attempt to reach agreement as quickly as possible.

1.2.4 In these discussions, the employee may seek the advice and assistance of an employee representative through all stages of the dispute settlement procedure and the employer may seek the advice and assistance of his/ her Employer Association.

### 1.2.5

1.2.7 Failing to satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the Fair Work Australia for conciliation or arbitration. Any settlement must meet the building Code 2009

1.2.8 Notwithstanding anything contained in the previous seven (7) paragraphs the respondents shall be free to exercise their rights if the dispute is not resolved within seven days.

## APPENDIX 3 – WORMALD POLICIES



EHS Policy



EHS Management System Table of Contents



Standard 6 - Emergency Preparedness and Response



Drug and Alcohol Policy



Standard 1 - EHS Management and Administration



Standard 7 - Incident Management



Return to Work Policy



Standard 2 - Risk Management



Standard 8 - Contractor Management



Smoke Free Workplace Policy



Standard 3 - Employee Involvement



Standard 9 - Compliance



Motor Vehicle Safety Policy



Standard 4 - Training



Health and Safety Procedures



Right to Stop Work Policy



Standard 5 - Health and Welfare



Environmental Procedures



Indigenous Employment Policy



Workplace Anti-Discrimination and Harassment Policy



Wormald Australia Workplace Bullying Policy



Wormald Code of Conduct



Safety Non Negotiables

**APPENDIX 4 - SIGNATORY PAGE**

For and on behalf of Wormald Employees  
Fire Equipment Service and Sales Division

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Signed

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Witness

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For and on behalf of Wormald

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