DECISION

Fair Work Act 2009
s.210—Enterprise agreement

Berendsen Fluid Power Pty Ltd
(AG2020/950)

BERENDSEN FLUID POWER PTD LTD (SYDNEY) ENTERPRISE AGREEMENT 2017

Manufacturing and associated industries

COMMISSIONER LEE

MELBOURNE, 30 APRIL 2020


[1] An application has been made for approval of a variation to the Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 (the Agreement). The application was made by Berendsen Fluid Power Pty Ltd pursuant to section 210 of the Fair Work Act 2009 (the Act).

[2] The application seeks to vary various clauses of the Agreement. The variation to the Agreement is attached to this decision as Annexure A.

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure B. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.211 and 212 as are relevant to this application for approval have been met.

[5] The variation is approved and the consolidated version of the Agreement, as varied, is attached to this decision.
[6] In accordance with s.216 of the Act, the variation operates from 30 April 2020.

COMMISSIONER

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<AE424509 PR718721>
12 March 2020

Att: Sydney Workshop Employees

Proposed variations to Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 (AG2017/1763)

The management of Berendsen Fluid Power Pty Ltd and the workshop employees at Berendsen’s Wetherill Park Branch have reached in principle agreement to amend the Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 covering the Workshop employees at Berendsen’s Wetherill Park Branch.

The proposed variations to the Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 are as follows:

- **Pg 3. Subclause 4.1 Date and Period of Operation**
  
  The nominal expiry date is to be amended to ‘9 Feb 2021’

- **Pg 7. Subclause 13.2 – Wage Rate**
  
  The following words are to be included: “d) An increase of 3.6% effective from 10 February 2020”

- **Pg 13. Appendix I – Wages Register**
  
  The wage table in the appendix will be amended to include the following:

  - Minimum Hourly rate as per Clause 24 of the Award (as at 2019)
  - Minimum Hourly Rate as at 10 Feb 2020 (Based on 3.6% Increase) per award class.

The Sydney Workshop Employees of Berendsen Fluid Power Pty Ltd, after having accessed the relevant information and completed the voting process as required by the Fair Work Act 2009, hereby approve the proposed variations contained in this document.

Mr James Leach  
Chief Executive Officer  
Berendsen Fluid Power Pty Ltd

31 Power Road Seven Hills

Dated: 2/4/2020

Berendsen Fluid Power Pty Ltd
ABN 20 058 390 382

Sydney Branch  
1-4 Denoci Close, Wetherill Park, NSW 2164  
Ph: 02 9765 8888 Fax: 02 9765 8800  
www.berendsen.com.au

Adelaide • Brisbane • Bundaberg • Mackay • Melbourne • Newcastle • Perth • Sydney • Wollongong
Employee Representative

Mr Marek Buraczuk
Leading Hand
Berendsen Fluid Power Pty Ltd

1-4 Denoci Close, Wetherill Park 2164

Dated: 2.04.2020
### Appendix I – Amended Wage Table

<table>
<thead>
<tr>
<th>Award Class</th>
<th>Position Description</th>
<th>Minimum Hourly Rates as per Clause 24 of the Award (as at 2016)</th>
<th>Minimum Hourly Rate as at Commencement Date (Based on 1% Increase)</th>
<th>Minimum Rate as at 1st Anniversary of Commencement Date (Based on 1% Increase)</th>
<th>Minimum Rate as at 2nd Anniversary of Commencement Date (Based on 1% Increase)</th>
<th>Variations</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (Based on 3.6% Increase)</th>
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<tbody>
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<td>Level C7</td>
<td>*Engineering Technician Level III</td>
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<tr>
<td></td>
<td>*Advanced Machinist Level 1</td>
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<tr>
<td></td>
<td>*Advanced Bench Fitter Level 1</td>
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<tr>
<td></td>
<td>*Advanced Machine Center/NC Lathe Operator Level 1</td>
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<tr>
<td>Level C8</td>
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<td>Level C9</td>
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<td>$28.68</td>
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<tr>
<td></td>
<td>*Intermediate Bench Fitter</td>
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<tr>
<td></td>
<td>*Intermediate Hone Operator</td>
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<tr>
<td></td>
<td>*Production Systems Employee</td>
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<td></td>
<td>*Tradesman</td>
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<td>Level C13</td>
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<td>$23.68</td>
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</tbody>
</table>

Berendsen Fluid Power Pty Ltd  
ABN 29 058 390 382  
Sydney Branch  
1-4 Denoci Close, Wetherill Park, NSW 2164  
Ph: 02 9765 8866 Fax: 02 9765 8600  
www.berendsen.com.au  

Adelaide • Brisbane • Bundaberg • Mackay • Melbourne • Newcastle • Perth • Sydney • Wollongong
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2020/950

Applicant:
Berendsen Fluid Power Pty Ltd

Section 210 – Application for approval of a variation of an enterprise agreement

Undertaking - section 212

I, James Leach, Chief Executive Officer of Berendsen Fluid Power Pty Ltd, give the following undertakings with respect to the Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 ("the Agreement"):  

1. I have the authority given to me by Berendsen Fluid Power Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.

2. In respect to clause 5.1 of the Agreement, as per amendment/renumbering provided by item 2 of the Fair Work Commission’s Determination dated 12 February 2020 and effective on 1 March 2020:
   
   a. Clause 5.1(c) should read as follows: “clauses 26 and 27;”
   b. Clause 5.1(d) should read as follows: “clauses 33.2(a) to 33.3(d) (inclusive), 33.3(f), 33.4(a), 33.4(e) to 33.4(f) (inclusive), 33.6 and 34;”
   c. Clause 5.1(e) should read as follows: “clauses 35 to 41, except to the extent that they are inconsistent with clauses 12, 13 and 16 of this Agreement;”
   d. Clause 5.1(f) should read as follows: “clauses 42 and 43, except to the extent that they are inconsistent with clause 9 or Appendix II of this Agreement; and”
   e. Clause 5.1(g) should read as follows: “clauses 44 to 45 (inclusive).”

3. Berendsen Fluid Power Pty Ltd undertakes to pay Apprentices according to the following rates:

<table>
<thead>
<tr>
<th>Stage of Apprenticeship</th>
<th>Minimum Hourly rate as per Clause 26 of the Award (as at 2019)</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (10 Feb 2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>$11.35</td>
<td>$13.05</td>
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<td>Stage 2</td>
<td>$13.62</td>
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<td>Stage 3</td>
<td>$17.02</td>
<td>$19.57</td>
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<tr>
<td>Stage 4</td>
<td>$19.97</td>
<td>$22.97</td>
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</table>
### Apprentice who has completed Year 12

<table>
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<tr>
<th>Stage of Apprenticeship</th>
<th>Minimum Hourly rate as per Clause 26 of the Award (as at 2019)</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (10 Feb 2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>$12.48</td>
<td>$14.35</td>
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<tr>
<td>Stage 2</td>
<td>$14.75</td>
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<tr>
<td>Stage 3</td>
<td>$17.02</td>
<td>$19.57</td>
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<tr>
<td>Stage 4</td>
<td>$20.82</td>
<td>$23.94</td>
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</table>

### Adult Apprentice

<table>
<thead>
<tr>
<th>Stage of Apprenticeship</th>
<th>Minimum Hourly rate as per Clause 27 of the Award (as at 2019)</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (10 Feb 2020)</th>
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</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>$18.16</td>
<td>$20.88</td>
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<tr>
<td>Stage 2</td>
<td>$19.49</td>
<td>$22.41</td>
</tr>
<tr>
<td>Stage 3</td>
<td>$20.06</td>
<td>$23.07</td>
</tr>
<tr>
<td>Stage 4</td>
<td>$20.82</td>
<td>$23.94</td>
</tr>
</tbody>
</table>

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

**Employer name:** Berendsen Fluid Power Pty Ltd

**Authority to sign:** James Leach – Chief Executive Officer – Berendsen Fluid Power Pty Ltd

**Signature:**

**Date:** 23 Apr 2020
Berendsen Fluid Power Pty Ltd
(Sydney) Enterprise Agreement
2017
(amended on 23/03/2020)
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<td>18.0 Protective Clothing</td>
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<td>19.0 No Extra Claims</td>
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<td>20.0 Reclassification / Competency Standards</td>
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<td>21.0 Employee Representatives and Representation</td>
<td>Error! Bookmark not defined.</td>
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<td>22.0 Flexibility</td>
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<tr>
<td>23.0 Redundancy</td>
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</table>

**Appendix I – Wages Register** Error! Bookmark not defined.

**Appendix II - Redundancy Agreement** 14
1.0 Title

1.1 This Agreement shall be referred to as the Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 (Agreement).

2.0 Application

2.1 This Agreement shall apply to Berendsen Fluid Power Pty Ltd (Employer) and to those employees at the Sydney Site who are employed in the classifications that are set in Appendix I (Workshop employees). All references to the Sydney Site shall mean the Workshop located at 1-4 Denoci Close Wetherill Park NSW 2164.

2.2 If the Employer’s operations at the Sydney Site are relocated to a workshop located at 31 Powers Road Seven Hills NSW 2147, this Agreement will, if an employee was covered by this Agreement (and the employee was employed and performed work at) the Sydney Site, also apply to that employee at the Seven Hills Site to the extent that the employee is, at the Seven Hills Site, employed in a classification as set in Appendix I.

3.0 Parties Bound

3.1 This Agreement binds:

   (a) The Employer – Sydney Site
   (b) Workshop Employees (the Employees); and
   (c) The Union (AMWU) (the Union)

4.0 Date and Period of Operation

4.1 This Agreement will commence operation seven (7) days after the Agreement is approved by the Fair Work Commission (Commencement Date). The nominal expiry date will be 9 Feb 2021.

4.2 This Agreement will continue to apply unless and until the Agreement is terminated or replaced in accordance with the Fair Work Act 2009 (Act), or other applicable legislation.

5.0 Relationship to Awards and Other Instruments and Documents

Award

5.1 This Agreement, for the purpose of section 257(a) of the Act, incorporates the following clauses of the Manufacturing and Associated Industries and Occupations Award 2010 (Award) as in force at 25 February 2016:

   (a) clauses 12 to 15 (inclusive);
   (b) clauses 20 to 22.3 (inclusive);
   (c) clauses 25 and 26;
   (d) clauses 32.2(a) to 32.3(d) (inclusive), 32.3(f), 32.4(a), 32.4(e) to 32.4(f) (inclusive), 32.6 and 33;
   (e) clauses 34 to 40, except to the extent that they are inconsistent with clauses 12, 13 and 16 of this Agreement;
   (f) clauses 41 and 42, except to the extent that they are inconsistent with clause 9 or Appendix II of this Agreement; and
   (g) clauses 43 to 44 (inclusive).

5.2 Where an Award clause that is incorporated into this Agreement uses a word or phrase defined by clause 3 of the Award, or refers to an amount by reference to another amount or rate of pay in the Award, the definition of that word, phrase or amount under the award as at 25 February 2016 is also incorporated into this Agreement.
5.3 Where there is any inconsistency between this Agreement and the incorporated Award clauses, this Agreement will take precedence to the extent of any inconsistency.

5.4 The parties are committed to the identified clauses of the Award continuing to cover the basic standard of employment in relation to the Workshop Employees.

Group Operations Manual

5.5 Workshop Employees agree to comply with the Group Operations Manual (as may be amended from time to time). However, this Agreement shall prevail to the extent of any inconsistency between this Agreement and the Group Operations Manual.

5.6 The Group Operations Manual does not form part of this Agreement, and is not (including for the purpose of section 257 of the Act) incorporate by reference into this Agreement.

5.7 The Group Operations Manual does not form part of a Workshop Employee’s contract of employment.

6.0 Objectives and Strategy

6.1 The purpose of this Agreement is:

(a) establish, promote and maintain the Employer as the leading distributor of hydraulics and pneumatics with a reputation for quality, service, reliability and efficiency. This objective is to be recognised by all parties;

(b) promote the welfare of the Workshop Employees; and

(c) promote a flexible workforce, which is customer focused and well trained, in an environment that encourages innovation and change. There will be no artificial restrictions on the range of tasks, duties and functions performed by sections or levels of Workshop Employees.

6.2 The Employer desires to maintain world competitiveness by the implementation of best practices and modern techniques. During the course of this Agreement, new technologies may be introduced as a result of such advancement.

7.0 Consultative Committee

7.1 The parties agree to retain a consultative committee to assist in improving productivity, efficiency and to provide for the effective involvement of Workshop Employees in the decision making processes. The committee will consist of an equal number of Employer and Workshop Employee representatives.

7.2 The objects of the consultative committee are to consider and provide suggestions on matters including but not limited to areas such as changes to work organisation, expansion and investment and new management practices quality.

8.0 Consultation

Consultation regarding major workplace change

8.1 Employer to notify

Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant
effects on employees, the Employer must notify the Workshop Employees who may be affected by the proposed changes and their representatives, if any.

Significant effects include termination of employment; major changes in the composition, operation or size of the Employer’s workshop workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Workshop Employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The Employer must discuss with the Workshop Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on Workshop Employees and measures to avert or mitigate the adverse effects of such changes on Workshop Employees and must give prompt consideration to matters raised by the Workshop Employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the Employer must provide in writing to the Workshop Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Workshop Employees and any other matters likely to affect Workshop Employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer’s interests.

Consultation about changes to rosters or hours of work

8.3 Employer to consult about changes to roster

(a) Where the Employer proposes to change a Workshop Employee’s regular roster or ordinary hours of work, the Employer must consult with the Workshop Employee(s) affected and their representatives, if any, about the proposed change.

(b) The Employer must:

(i) provide to the Workshop Employee(s) affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Workshop Employee’s regular roster or ordinary hours of work and when that change is proposed to commence);

(ii) invite the Workshop Employee(s) affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

(iii) give consideration to any views about the impact of the proposed change that are given by the Workshop Employee(s) concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where a Workshop Employee has irregular, sporadic or unpredictable working hours.
These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

9.0 Annual Leave and Personal Leave and Carer’s Leave

Annual Leave

9.1 The incorporation of clause 41 of the Award is subject to the below.

9.2 For administrative ease, a full time Workshop Employee accrues annual leave at a rate of 152 hours of annual leave per year, and annual leave is paid at a rate of 38 hours per week of annual leave (or 7.6 hours per day of annual leave).

9.3 The rate of annual leave accrual and payment is pro-rata for part time employees.

9.4 During a period of annual leave, a Workshop Employee is paid only their hourly rate of pay as provided by the Agreement, plus a 17.5% annual leave loading.

Personal/Carer’s Leave

9.5 Workshop Employees will receive paid personal/carer’s leave in accordance with the provisions of the NES and Company Policy.

10.0 Allowances

10.1 Tool allowance as per clause 32.1(c) of the Award is included in the rate of pay as per Appendix I, and will not be paid on top of the rate of pay in Appendix I. All other allowances are as per the incorporated clauses of the Award.

11.0 Disputes Settlement Procedure

11.1 In the event of a dispute in relation to a matter arising under this Agreement, or a dispute relating to the National Employment Standards (NES), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Workshop Employee(s) concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Workshop Employee(s) concerned and more senior levels of management as appropriate.

11.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 11.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

11.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and arbitration.

11.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

11.5 The Employer or a Workshop Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

11.6 While these processes are being followed the parties shall be committed to avoid stoppages of works, lockouts or other bans or limitations on the performance of work and the Employer...
shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

11.7 The Employer agrees that Workshop Employees may cease to perform work when Workshop Employees have a reasonable concern about a serious risk to health or safety in respect of that work in circumstances, if the Workshop Employee has first notified his or her immediate supervisor about the risk, and the immediate supervisor agrees that there is a serious risk to health and safety.

12.0 Long Service Leave

12.1 A Workshop Employee’s entitlement to long service is under the Long Service Leave Act 1955 (NSW).

13.0 Wages and Employment

Wages

13.1 Wages

a) Each Workshop Employee has been reviewed and allocated to a classification in accordance with the Award as set out in Appendix I.

b) Workshop Employees shall be paid at least the minimum rate for this respective classification in accordance with Appendix I.

c) The Employer may in its absolute discretion pay a wage rate in excess of the minimum rate to a Workshop Employee, in which case any amount paid by the Employer in excess of the minimum rate of pay can be set-off against any other amount(s) due to be paid by the Employer under this Agreement (or the Award as incorporated by this Agreement), irrespective of the time at which such amount fell due.

d) A change to a Workshop Employee’s classification will be by agreement with the Employer.

13.2 Wage Rate

The Employer agrees to the following wage increases over the life of the agreement:

(a) An increase of 1% effective from 10 February 2017.
(b) An increase of 1% effective from 10 February 2018;
(c) An increase of 1% effective from 10 February 2019; and
(d) An increase of 3.6% effective from 10 February 2020.

The Employer will make a back payment to make the increase effective 10 February 2017 once the Agreement is certified by the Fair Work Commission.

For the avoidance of doubt, the Employer has no obligation to make the wage increase until the Agreement is certified.

13.3 Productivity Improvements

In exchange for the wage increase referred to in clause 13.2, the Workshop Employees agree to use their best endeavours to achieve productivity and efficiency improvements during the life of the Agreement. Specifically, the Workshop Employees agree to work towards reducing current labour promotion, and to reduce non-productive labour through appropriate use of RDO’s and annual leave schedules.
13.4 The Employer must ensure the wages and conditions of contractors’ and labour hire companies’ employees engaged to do work covered by this Agreement are no less favourable than the wages and conditions provided for in this Agreement for equivalent or similar work.

**Employment**

13.5 The Employer is able to employ Workshop Employees on any basis, including on a Full-time, Part-time or Casual basis.

13.6 Workshop Employees covered by this Agreement may be directed to operate any plant and equipment, provided that they are suitably qualified and/or licensed.

13.7 Workshop Employees’ duties and responsibilities will not be limited or restricted by the classifications in Appendix I to this Agreement. The Employer may direct a Workshop Employee to perform any duty which the Employer considers is within the reasonable capability of the Workshop Employee.

13.8 Workshop Employees must also:

(a) comply with the Employer’s reasonable and lawful directions;
(b) perform duties in a proper, faithful, diligent and efficient manner;
(c) use their best endeavours to promote and enhance the Employer’s business;
(d) act in the best interest of the Employer; and
(e) not act, or be seen to act, in conflict with the Employer.

**14.0 Call Out**

14.1 The Employer agrees to pay a call out fee of $220.00 for each callout attended by a Workshop Employee outside that Workshop Employee’s normal working hours (Call Out Fee). In addition to the Call Out Fee, the Workshop Employee will be paid for a minimum of four hours work at the rate of time and a half for the first two hours and double time thereafter.

14.2 When rostered to be first point of contact, the employees undertake to use all reasonable efforts to be available to respond in a timely manner to customer call outs.

14.4 Where a Workshop Employee is called out to a call out in line with this clause, the Employer will ensure all WH&S considerations are met in relation to the type of work to be conducted and at a minimum, another person be present in the immediate vicinity, while such work is performed.

14.5 To avoid doubt, in the circumstances of a call out, the provisions of this clause 14 apply, and clause 40 of the Award does not apply.

14.6 For the purposes of this Agreement a call out is defined as a request by a customer for the Employer to attend an unscheduled service request outside normal hours of trade.

14.7 The Call Out is not “Standing by” as defined in the Award.

14.8 A Workshop Employee will only be “Standing By” as defined in the Award, if it is agreed by mutual agreement and confirmed in writing by the Employer.
15.0 No Precedent
15.1 All parties agree that the contents of this Agreement will not be used as a precedent to base or progress any claims upon any other Berendsen Fluid Power Pty Ltd site or any other Agreement.

16.0 National Employment Standards
16.1 This Agreement shall not operate so as to cause any Workshop Employee to suffer a reduction in ordinary time earnings or in any entitlements set out in the NES such as hours of work, annual leave or long service leave. No provision of the NES is displaced by this Agreement.

17.0 Hours of Work
17.1 Day Workers – The current ordinary hours of work are Monday to Friday 7.00am to 3.06pm which comprises 7.60 hours of work, a 10 minute paid morning tea break and a 30 minute unpaid lunch break.

Any time worked in one day beyond 7.60 hours is added to the Rostered Day Off Accrual account (RDOA) for that Workshop Employee.

The Employer and Workshop Employees agree to continue the practice of the Workshop Employees working an additional 24 minutes each day being to 3.30pm. It is noted that neither party is obligated to continue this arrangement.

The taking of RDO’s is to be by mutual agreement. The Employer and Workshop Employee agree to act reasonably and consider the interests of each party in agreeing the days taken for RDO’s.

The taking of a rostered day off removes 7.60 hours from the Workshop Employee’s RDOA.

The Employer and Workshop Employee may mutually agree that a Workshop Employee take less than 7.60 hours off work. In which case the same amount of time as taken off work will be removed from the Workshop Employee’s RDOA.

Once a Workshop Employee has more than 38 hours in his RDOA the Employer can require the Workshop Employee to take time off work and drawdown from the RDO accrual provided it gives the Workshop Employee reasonable notice.

17.2 Nominal Standard Hours - The nominal standard hours as listed above are 7.00am to 3.00pm. It is at the discretion of the Employer that these hours may be flexible within the hours of 6.00am to 6.00pm to assist with demands in production. This must be confirmed in writing between the Employer and Workshop Employee and any penalty / overtime rates would only occur once the Workshop Employee has completed his or her standard daily working hours as per 17.1.

17.3 Overtime – Overtime for work in excess of the ordinary hours set by clauses 17.1 or outside the flexible span of hours set by clause 17.2 will be calculated and paid at time-and-half for the first two hours and double-time thereafter.

18.0 Protective Clothing
18.1 The Employer will provide and maintain an issue of protective clothing for all fulltime Workshop Employees covered by this Agreement. This clothing mix comprises – long sleeve shirts, trousers and overalls, distributed accordingly:

<table>
<thead>
<tr>
<th>Category</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workshop Tradesperson’s &amp; Apprentices</td>
<td>9 sets</td>
</tr>
<tr>
<td>Field Service Technicians</td>
<td>11 sets</td>
</tr>
</tbody>
</table>
18.2 Safety boots and winter jackets will be provided and replaced on an as required basis.

19.0 No Extra Claims

19.1 The Employer, the Workshop Employees and the Union agree that they will not, for the duration of this Agreement, pursue any extra claims for changes in relation to the matters dealt with by this Agreement except where consistent with this.

19.2 The parties agree there shall be no further wage increases during the life of the Agreement other than increases due to formal classification change or a change in position. Should any individual employee who is party to the Agreement receive a wage increase outside the framework of the Agreement this increase may at the Employer’s discretion be deducted from the percentage (%) increase provided at the Agreement review date.

19.3 This Agreement covers all matters regarding the employment of Workshop Employees.

19.4 No Workshop Employee covered by this Agreement will engage in industrial action in relation to the performance of any work covered by this Agreement.

20.0 Reclassification / Competency Standards

20.1 The Employer and Workshop Employees agree that Workshop Employees have access to reclassification and career path progression available. These will operate during this Agreement.

21.0 Workers Compensation Make Up Pay

21.1 This clause 21.0 only applies if a Workshop Employee commenced employment before the commencement of this Agreement and has had continuous employment for at least 12 months.

22.2 If an Workshop Employee receives workers compensation under relevant NSW workers compensation legislation, the Employer will pay to the Workshop Employee the difference between the Workshop Employee’s normal weekly earnings, during the period of workers compensation, and the total payment the Workshop Employee receives under relevant NSW workers compensation legislation, up to a maximum period of 52 weeks from the date of the compensable injury. “The Workshop Employee’s normal weekly earnings” in this clause means the amount the Workshop Employee would receive for 38 ordinary hours of work under this Agreement.

22.0 Flexibility

22.1 The Employer and a Workshop Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

   (i) arrangements about when work is performed;
   (ii) overtime rates;
   (iii) penalty rates;
   (iv) allowances;
   (v) leave loading; and

(b) the arrangement meets the genuine needs of the Employer and Workshop Employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and Workshop Employee.
22.2 The Employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the Workshop Employee being better off overall than the Workshop Employee would be if no arrangement was made.

22.3 The Employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the Employer and Workshop Employee; and

(c) is signed by the Employer and Workshop Employee and if the Workshop Employee is under 18 years of age, signed by a parent or guardian of the Workshop Employee; and

(d) includes details of:

(i) the terms of the Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Workshop Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

22.4 The Employer must give the Workshop Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

22.5 The Employer or Workshop Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the Employer and Workshop Employee agree in writing -- at any time.

22.6 The Employer will notify the AMWU if it enters into an individual flexibility arrangement with a Workshop Employee. For clarity, the Employer will only tell the AMWU that it has entered into an individual flexibility arrangement with a Workshop Employee at the Sydney site. The Employer will not provide the AMWU with any details regarding the individual flexibility arrangement, including the name of the Workshop Employee, the nature of the arrangement, or what has been agreed between the Employee and the Workshop Employer.

23.0 Redundancy

23.1 Subject to 23.2, Redundancy entitlements for Workshop Employees are in accordance with the Award.

23.2 If a Workshop Employee commenced employment before the Commencement of this Agreement and has had continuous employment for at least 12 months the Redundancy entitlements for that Workshop Employee are provided by Appendix II to this Agreement.
24.0 Signatures

Mr James Leach
Chief Executive Officer
Berendsen Fluid Power Pty Ltd

Dated:

Mr Kede Carboni
Director
Berendsen Fluid Power Pty Ltd

Dated:

Employee Representative

Mr Marek Buraczuk
Leading Hand
Berendsen Fluid Power Pty Ltd

Dated:

Union Representative

State Secretary
Automotive, Food, Metals Engineering, Printing and Kindred Industries Union

Dated:
## Appendix I – Amended Wage Table

<table>
<thead>
<tr>
<th>Award Class</th>
<th>Position Description</th>
<th>Minimum hourly rates as per Clause 24 of the Award (as at 2016)</th>
<th>Minimum Hourly Rate as at Commencement Date (Based on 1% Increase)</th>
<th>Minimum Rate as at 1st Anniversary of Commencement Date (Based on 1% Increase)</th>
<th>Minimum Rate as at 2nd Anniversary of Commencement Date (Based on 1% Increase)</th>
<th>Minimum Hourly rate as per Clause 24 of the Award (as at 2019)</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (based on 3.6% Increase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level C7</td>
<td>*Engineering Technician Level III</td>
<td>$21.96</td>
<td>$35.17</td>
<td>$35.52</td>
<td>$35.87</td>
<td>$24.77</td>
<td>$37.16</td>
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<tr>
<td></td>
<td>*Engineering Tradeperson Special Cass Level III</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>*Advanced Field Service Technician Level 1</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>*Advanced Machinist Level 1</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>*Advanced Bench Fitter Level 1</td>
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</tr>
<tr>
<td></td>
<td>*Advanced Machine Center/NC Lathe Operator Level 1</td>
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</tr>
<tr>
<td>Level C8</td>
<td>*Advanced Tradesperson Special Class Level I</td>
<td>$21.39</td>
<td>$30.12</td>
<td>$30.42</td>
<td>$30.72</td>
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<td>$31.83</td>
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</tr>
<tr>
<td></td>
<td>*Advanced Machinist Level 2</td>
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</tr>
<tr>
<td>Level C9</td>
<td>*Engineering Technician Level I</td>
<td>$20.76</td>
<td>$27.14</td>
<td>$27.41</td>
<td>$27.68</td>
<td>$23.41</td>
<td>$28.68</td>
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<tr>
<td></td>
<td>*Engineering Tradeperson Level II</td>
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</tr>
<tr>
<td></td>
<td>*Intermediate Field Service Technician</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>*Intermediate Bench Fitter</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>*Intermediate Machinist</td>
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</tr>
<tr>
<td></td>
<td>*Intermediate Boilermaker</td>
<td></td>
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<tr>
<td></td>
<td>*Intermediate Machine Center/NC Lathe Operator</td>
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<tr>
<td></td>
<td>*Intermediate Hone Operator</td>
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<tr>
<td></td>
<td>*Production Systems Employee</td>
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<tr>
<td></td>
<td>*Tradesman</td>
<td></td>
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</tr>
<tr>
<td>Level C11</td>
<td>Engineering / Production Employee Level IV</td>
<td>$19.10</td>
<td>$25.55</td>
<td>$25.80</td>
<td>$26.06</td>
<td>$21.54</td>
<td>$27.00</td>
</tr>
<tr>
<td>Level C12</td>
<td>Engineering / Production Employee Level III</td>
<td>$18.47</td>
<td>$23.15</td>
<td>$23.38</td>
<td>$23.61</td>
<td>$20.82</td>
<td>$24.46</td>
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<tr>
<td>Level C13</td>
<td>Engineering / Production Employee Level II</td>
<td>$17.79</td>
<td>$22.41</td>
<td>$22.63</td>
<td>$22.86</td>
<td>$20.06</td>
<td>$23.68</td>
</tr>
</tbody>
</table>
Appendix II - Redundancy Agreement

This Appendix is only applicable only to Workshop Employee who commenced employment before the Commencement of this Agreement and has had continuous employment for at least 12 months.

### Redundancy

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of Redundancy (weeks) Under 45 Years of Age</th>
<th>45 Years and over</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>1</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>7</td>
<td>8.75</td>
</tr>
<tr>
<td>3</td>
<td>10</td>
<td>12.5</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
<td>15</td>
</tr>
<tr>
<td>5</td>
<td>14</td>
<td>17.5</td>
</tr>
<tr>
<td>6 &amp; over</td>
<td>16</td>
<td>20</td>
</tr>
</tbody>
</table>

In addition to the amounts indicated above, in the case of redundancy, long service leave accumulated pro-rate will be paid to a Workshop Employee with at least five years continuous service (as per the New south Wales Long Service Leave Act of 1955).

### Personal/Carer's Leave

The Employer will pay accrued (but unused) personal/carer’s leave to that Workshop Employee upon termination of his or her employment by reason of redundancy. If such payment is made, clause 42.2 of the Award does not apply.

For the avoidance of doubt, the payment of personal/carers leave upon termination applies only where termination is for the reason of redundancy.
I, James Leach, Chief Executive Officer of Berendsen Fluid Power Pty Ltd, give the following undertakings with respect to the Berendsen Fluid Power Pty Ltd (Sydney) Enterprise Agreement 2017 ("the Agreement"):

1. I have the authority given to me by Berendsen Fluid Power Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.

2. In respect to clause 5.1 of the Agreement, as per amendment/renumbering provided by item 2 of the Fair Work Commission's Determination dated 12 February 2020 and effective on 1 March 2020:
   a. Clause 5.1(c) should read as follows: "clauses 26 and 27;"
   b. Clause 5.1(d) should read as follows: "clauses 33.2(a) to 33.3(d) (inclusive), 33.3(f), 33.4(a), 33.4(e) to 33.4(f) (inclusive), 33.6 and 34;"
   c. Clause 5.1(e) should read as follows: "clauses 35 to 41, except to the extent that they are inconsistent with clauses 12, 13 and 16 of this Agreement;"
   d. Clause 5.1(f) should read as follows: "clauses 42 and 43, except to the extent that they are inconsistent with clause 9 or Appendix II of this Agreement; and"
   e. Clause 5.1(g) should read as follows: "clauses 44 to 45 (inclusive)."

3. Berendsen Fluid Power Pty Ltd undertakes to pay Apprentices according to the following rates:

<table>
<thead>
<tr>
<th>Stage of Apprenticeship</th>
<th>Minimum Hourly rate as per Clause 26 of the Award (as at 2019)</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (10 Feb 2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>$11.35</td>
<td>$13.05</td>
</tr>
<tr>
<td>Stage 2</td>
<td>$13.62</td>
<td>$15.66</td>
</tr>
<tr>
<td>Stage 3</td>
<td>$17.02</td>
<td>$19.57</td>
</tr>
<tr>
<td>Stage 4</td>
<td>$19.97</td>
<td>$22.97</td>
</tr>
<tr>
<td>Stage of Apprenticeship</td>
<td>Apprentice who has completed Year 12</td>
<td>Minimum Hourly rate as per Clause 26 of the Award (as at 2019)</td>
</tr>
<tr>
<td>-------------------------</td>
<td>--------------------------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>Stage 1</td>
<td>$12.48</td>
<td>$14.35</td>
</tr>
<tr>
<td>Stage 2</td>
<td>$14.75</td>
<td>$16.96</td>
</tr>
<tr>
<td>Stage 3</td>
<td>$17.02</td>
<td>$19.57</td>
</tr>
<tr>
<td>Stage 4</td>
<td>$20.82</td>
<td>$23.94</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Stage of Apprenticeship</th>
<th>Adult Apprentice</th>
<th>Minimum Hourly rate as per Clause 27 of the Award (as at 2019)</th>
<th>Minimum Hourly Rate as at 3rd Anniversary of Commencement Date (10 Feb 2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>$18.16</td>
<td>$20.88</td>
<td></td>
</tr>
<tr>
<td>Stage 2</td>
<td>$19.49</td>
<td>$22.41</td>
<td></td>
</tr>
<tr>
<td>Stage 3</td>
<td>$20.06</td>
<td>$23.07</td>
<td></td>
</tr>
<tr>
<td>Stage 4</td>
<td>$20.82</td>
<td>$23.94</td>
<td></td>
</tr>
</tbody>
</table>

4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Employer name: Berendsen Fluid Power Pty Ltd

Authority to sign: James Leach – Chief Executive Officer – Berendsen Fluid Power Pty Ltd

Signature:

Date: 23/08/2020