

**CROWN EQUIPMENT PTY LTD SYDNEY
SERVICE DEPARTMENT**

**ENTERPRISE
AGREEMENT
2024**

CROWN

Crown Equipment Pty Ltd Sydney Service Department Enterprise Agreement 2024

1. TITLE

This agreement shall be known as the Crown Equipment Pty Ltd Sydney Service Department Enterprise Agreement 2024.

2. ARRANGEMENT

The Agreement is arranged as follows:

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Appendix A – Redundancy Agreement

3. APPLICATION

This Agreement shall apply at Crown Equipment Pty Ltd Sydney Service Department, Cnr. Long & Cooper Streets, Smithfield, New South Wales 2164; Crown Equipment Pty Ltd Orange Service Department, 14 Astill Drive, Narrambla, New South Wales 2800; and, Crown Equipment Pty Ltd Wollongong Service Department, 3 O’Neil Street, Unanderra New South Wales 2526, to all Field Service employees who are bound by the terms of the Manufacturing and Associated Industries and Occupations Award 2020, insofar as those provisions relate to the parties referred to in Clause 4 – Parties Bound.

4. PARTIES BOUND

The parties to this Agreement are:

- 4.1** All employees employed in Field Service occupations covered by the Manufacturing and Associated Industries and Occupations Award 2020 in the Crown Equipment Pty Ltd Sydney Service Department, Crown Equipment Pty Ltd Orange Service Department, and Crown Equipment Pty Ltd Wollongong Service Department.
- 4.2** Crown Equipment Pty Ltd Sydney Service Department – Cnr. Long & Cooper Streets, Smithfield, New South Wales 2164.
- 4.3** Crown Equipment Pty Ltd Orange Service Department – 14 Astill Drive, Narrambla, New South Wales 2800.
- 4.4** Crown Equipment Pty Ltd Wollongong Service Department – 3 O’Neil Street, Unanderra, New South Wales 2526.
- 4.5** Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union (AMWU).
- 4.6** The Australian Workers' Union (AWU).

5. DATE AND PERIOD OF OPERATION

This Agreement will come into force from seven (7) days after it is approved by the Fair Work Commission and shall remain in force until 31 March 2027.

6. INCORPORATION OF AWARD

6.1 The terms of the Manufacturing and Associated Industries and Occupations Award 2020, or successor awards(s) (“the Award”), as varied from time to time, are incorporated into this Agreement. If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.

6.2 In this Agreement, references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.

6.3 Upon incorporating Award terms into the Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.

7. OBJECTIVES OF THE AGREEMENT

7.1 The objective of this agreement is to develop workplace practices so as to provide improved efficiency and productivity of the enterprise, enhance skills, job security and satisfaction and assist positively in ensuring that the Company becomes a more efficient enterprise.

7.2 The parties agree that the objectives of this agreement are to facilitate;

(a) Workplace efficiency and flexibility.

(b) The development and maintenance of the most productive and harmonious working relationship obtainable.

7.3 The parties also agree that the objectives will not be limited to the measures set out above in 7.2 (a) or (b). It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved with the decision-making process. Both management and employees are committed through consultation to co-operating positively to implement work practices that are flexible and meet the requirements of the Company.

8. WAGE INCREASES

8.1 In accordance with the Agreement between Crown Equipment Pty Ltd Sydney, Orange and Wollongong Service Departments, the AWU and AMWU, wage increases are payable as follows:

- (a) 5 percent from the first full pay period on or after the date of positive endorsement.
- (b) 5 percent from the first full pay period on or after 1 April 2025.
- (c) 4 percent from the first full pay period on or after 1 April 2026.
- (d) These wage increases apply to all classifications listed in Exhibit 1.

NOTE: Exhibit 1 is incorporated as an enforceable term of the Agreement and will be provided by the Company to those party to the Agreement upon request.

8.2 Classification Structure and Pay Rate

- (a) The increases under this clause apply to all classification rates. The new rates applying from the date of the positive endorsement of this Agreement and further annual increases are evidenced by a table held between the parties. This table is to be marked as Exhibit 1 and submitted to the Fair Work Commission when certifying the Agreement.
- (b) The first wage increase in this clause shall be payable from the date of the positive endorsement of this Agreement. Rate increases in the second year and third year of the Agreement will apply from the first full pay period on or after 1 April 2025 and 1 April 2026 respectively.
- (c) The wage increase specified in this clause shall be payable in addition to the current enterprise rates of pay for the relevant classification, and shall constitute part of the all-purpose rate of pay in respect of employees covered by this Agreement.
- (d) The wage increase referred to in this clause shall not be absorbed into any over award payment.
- (e) There shall be no further wage increases for the life of the Agreement except when consistent with an Annual Wage Review decision.

9. RESOLUTION OF INDUSTRIAL DISPUTES

Procedure for the resolution of industrial disputes as outlined below:

9.1 Dispute Resolution Procedure

The following procedure for the avoidance or resolution of disputes shall apply. The mechanism and procedures for resolving industrial disputes will include, but not be limited to the following:

- (a) The employee/s concerned will first meet and confer with their immediate manager. The employee/s may appoint another person to act on their behalf including an employee representative.
- (b) Subject to (9.2) where an employee representative is involved he/she shall be allowed the necessary time during working hours to interview the employee(s) and the manager.
- (c) If the matter is not resolved at such a meeting further discussions involving more senior management will take place.
- (d) The employee representative shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview external advisors requested by the employee representative, in the workplace.
- (e) If the matter remains unresolved, the parties may jointly or individually refer the matter to a more senior level or if it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to Fair Work Commission for assistance in resolving the matter. The Commission is empowered to conciliate on disputes. Should an industry dispute resolution body be established during the life of the agreement, the parties may agree to refer the matter to this body for conciliation and/or arbitration.
- (f) This procedure shall be followed in good faith and without unreasonable delay.
- (g) If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to Fair Work Commission.

9.2 Facilitation of the procedure (9.1)

- (a) The party with the grievance must notify the other party at the earliest opportunity of the problem;
- (b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- (c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure

that the dispute resolution procedure is carried out as quickly as possible.

- (d) Subject to sub-clause 9.2(e), whilst the parties are attempting to resolve the matter the parties will continue to work in accordance with the Award and this agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to the relevant provisions of the state work health and safety laws, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.
- (e) Whilst these processes are being followed, the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the company 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.

9.3 National Employment Standards

The Dispute Resolution Procedure detailed at sub-clause 9.1 shall also operate in relation to any dispute regarding the National Employment Standards.

10. OTHER CONDITIONS

- 10.1** It is agreed that this proposal will not be used as a precedent for any other industrial agreement as it applies uniquely to factors relating to the Sydney Service Department, Orange Service Department, and Wollongong Service Departments of Crown Equipment Pty Ltd.
- 10.2** As can be seen from the objectives and strategy of this Agreement, the long-term intent is to enhance the job security for the employees of Crown Equipment Pty Ltd, by achieving a highly competitive Service Department. Further, it is expressly stated that the intent of the Agreement is not to achieve productivity gains through retrenchment or redundancy. Whilst employees' jobs will not be at risk specifically as a result of this Agreement, it does not represent any guarantee over any level of employment, current or future.

11. INTERACTION WITH THE NATIONAL EMPLOYMENT STANDARDS

This Agreement is not intended to exclude any part of the National Employment Standards (NES) or to provide any entitlement which is detrimental to an employee's

entitlement under the NES. For the avoidance of doubt, the NES prevails to the extent that any aspect of this Agreement would otherwise be detrimental to an employee.

12. CONSULTATION

12.1 There shall be in place a process that will allow the parties to this Agreement to consult each other about matters involving changes to the organisation or performance of work. The process shall include:

- (a) Discussions with the employees' Union Representatives
- (b) Utilisation of the Consultative Committee where needed
- (c) Provision of detailed explanations to the Consultative Committee Sub-groups as required
- (d) Discussions with the affected employee where necessary

12.2 Consultative Committee meetings will be held quarterly but may be convened for a particular purpose outside of scheduled meetings by agreement of all of the parties.

12.3 Consultation will be consistent with the Consultation Term in Appendix A.

13. NO EXTRA CLAIMS

It is a term of this Agreement that all parties bound by this Agreement will not pursue any extra claims, award or over-award, for the life of this Agreement.

14. MONITORING OF AGREEMENT

The parties shall continuously monitor the application of this Agreement to ensure compliance with its terms.

15. GRADING, TRAINING AND CAREER PATHS

15.1 The Company is committed to providing opportunities for development. The processes and procedures to facilitate development, including opportunities to progress to higher grade levels with corresponding pay increases, will be consistent with the Tech Development Program, as developed and overseen by the National Service Department and Regional Learning and Development Department.

- 15.2** The key objective is to give Service Technicians higher skill levels, and in essence, unrestricted opportunity to progress to higher grade levels with corresponding pay increases.
- 15.3** Progression between grades will be evaluated based on both:
- (a) Demonstrated Performance of Technical Competence
 - (b) Meeting Standardised Performance Criteria.
- 15.4** Employees who have been confirmed as meeting both the competency and performance criteria to qualify for promotion to a higher grade will be paid the higher rates of pay effective from the date of confirmation. Back pay if any will be paid effective from the date of confirmation.
- 15.5** Notwithstanding the effect of sub-clause 15.4, consistent with the Tech Development Procedure, should there be any unreasonable delay by the Company in the assessment of the Standardised Performance Criteria and confirmation, the employee's date of confirmation will be adjusted to reflect the unreasonable delay. The intention of the adjustment is to ensure that the employee is not financially disadvantaged as a result of the delay.
- 15.6** Technical Support will be provided with a copy of all training modules and provided reasonable time to assist with training of technicians as required by the Company.
- 15.7** Consistent with the Tech Development Program, Service Technicians who have over two (2) years' experience in their current grade, will have their skills and grades assessed.
- 15.8 After Hours Training**
- (a) Voluntary new product or update training conducted outside of ordinary hours shall be paid at ordinary (single time) rates for the actual time spent training.
 - (b) Times agreed are Monday to Thursday 3.00 pm to 6.00 pm and on Saturday between 6.00 am and 12.00 noon.
 - (c) Participants committing themselves to these sessions shall receive a schedule and be given ample notice and opportunity to attend.
 - (d) This clause applies to only pure training and not the general meaning of normal work.
 - (e) No employee will be disadvantaged as a result of not being able to attend training on a Saturday. Alternative arrangements will be made on weekdays for those who cannot attend training on Saturdays.

16. TECHNICAL SUPPORT TECHNICIAN

- 16.1** The skills and competencies required to be assigned the responsibilities of Technical Support Technician are outlined in the Position Description.
- 16.2** Should additions or replacements be required, at the discretion of the Company, the selection process may include:
- (a) A call for nominations for suitable applicants, with nominees being formally interviewed by the relevant Field Service and/or Service Management; or
 - (b) Assignment of the responsibilities of Technical Support Technician at the discretion of Service Management; or
 - (c) Assignment as Technical Support Technician resulting in assignees needing to relocate to cover group requirements.
- 16.3** To accommodate leave requirements it is a necessity that Technical Support coverage is not restricted to group requirements.
- 16.4** A Technical Support Technician reports to the relevant Field Service Manager and Service Management.
- 16.5** The position of Technical Support Technician is to remain a fully productive position.
- 16.6** The Company may, at its discretion, choose to increase or decrease the number of Service Technicians to be assigned the responsibilities of Technical Support Technician, based on operational needs and the requirements of the Company.
- 16.7** For the duration of the period that a Service Technician is required to fulfil the responsibilities of Technical Support Technician, the Service Technician will be paid a weekly allowance. Please refer to Exhibit 1.

17. SERVICE VANS

17.1 Van allowance

The Van Allowance for employees who are permanently allocated a Company Service Van shall be increased in accordance with the percentage increases prescribed in Clause 8 of this Agreement. This allowance is subject to compliance with the Field Service Van Policy.

17.2 Personal use

- (a) Personal use of the Field Service Van is restricted to within a fifty (50) kilometre radius from the permanent residence of the individual

technician. Personal use beyond the 50km radius will be at the Company's discretion.

- (b) This personal use excludes all types of leave, however should the van not be required and left with the Service Technician, the Service Technician will still have personal use as per 17.2(a).
- (c) Any substantiated misuse or abuse of the Company Van provisions may result in disciplinary action.

17.3 Change Overs

- (a) When a technician has a period of planned leave and/or Rostered Days Off totaling a period of five (5) or more days, the parties to this Agreement will assume that the Service Van is to be returned by the technician to the Service Department for the period that they will not be working, unless notified otherwise by their Field Service Manager or Service Manager.
- (b) When a technician has a period of planned leave or Rostered Days Off totaling a period of less than five (5) days, or is on unplanned leave, and it is determined by management, subject to the needs of the business, that the Service Van is to be returned to the Service Department, when practicable, the technician will be provided with at least 24 hours' notice of such requirement.
- (c) Technicians shall assist by having cabin and work area contents in the same locations within vans.
- (d) When a technician is absent for a single day and a relief driver is required to use the absent technician's Company allocated Service Van, it is the responsibility of the relief driver to collect the van using their own vehicle. The relief driver will leave their vehicle near the residence of the technician that is on leave. At the end of the shift, the relief driver will return the van to the residence of the employee who is on leave and collect their own vehicle for transport home.
- (e) For any absence of more than one day, it is the responsibility of each Technician to ensure that they are available to pick up or drop off a fellow Service Technician who is going on or returning from leave or is absent. Both Service Technicians must be at the Service Department at or before their rostered start times.
- (f) If the technician going onto or returning from leave or an absence is unable to arrange for someone to pick them up from the Branch or from home, they must speak with their Field Service Manager or Service Manager in a timely manner to make alternative arrangements.

- (g) In all cases, relief and permanent drivers are required to complete a Van Inspection Report.

17.4 Stocktake

- (a) The Company will continue to undertake nominated Service Van inventory stocktake as required.
- (b) In the event that stocktake is scheduled to occur on a Saturday, the Company will give Service Technicians at least one (1) months' notice. There will be no more than two (2) Service Van inventory stocktakes per year conducted on a Saturday.
- (c) Field Service Technicians who are required to carry out stocktake of the Company allocated Service Van inventory shall be paid for all time worked to complete the stocktake, including overtime rates, where applicable, where the additional hours are continuous with ordinary hours; or when stocktake is performed as an additional and separate stand-alone shift in addition to ordinary hours, such as stocktake work performed on a Saturday, Field Service Technicians will be paid for all time worked at the applicable penalty rate, including overtime, or a minimum of four (4) hours at the applicable penalty rate, including overtime, whichever is the greater.

17.5 Global Positioning System (GPS)

- (a) The primary purpose of GPS is for better utilisation of Company assets, reduction of travel time and fuel costs, tracking of stolen vans and safety of employees.
- (b) Employees, who adhere to current rules and regulations with regard to van usage, working hours, should be assured that vans are not being monitored after-hours except for the reasons mentioned above.

18. COURIERS

Technicians shall assist in the recovery of Crown costs for normal and VIP couriers or taxis by:

18.1 Making the customer aware of the cost and the customer's liability to pay before ordering the part delivery.

18.2 Noting the courier charge on the Service Job Card.

- 18.3** Continued flexibility and consultation for improvement to courier/locker system for gains in efficiency.

19. LOCKER INVENTORY

- 19.1** Control of stock-on-hand, additional parts and consumables, will be the responsibility of every area Small Group member. An appointed Small Group member will assume overall responsibility of stock-on-hand. They will assist the Area Manager in maintaining stock levels and inventory record accuracy.
- 19.2** Technicians shall participate in identifying a variety of non-van stock items at each locker, to reduce the costs of courier and transport on commonly used items which may not have the usage to become van stock.
- 19.3** Technicians shall assist with the inventory control of these non-van stock items kept at lockers, i.e. notification of replenishment and usage etc.

20. ROSTERED DAY OFF (RDO)

- 20.1** All employees will have a choice of a RDO or \$3,500 added to their base salary in lieu of RDO's. Once the choice of \$3,500 added to a technician's base salary is made it will be final and cannot be reversed during the period of employment with the Company.
- 20.2** Employees opting for RDO's can have them scheduled as a single (1) day, two (2) or five (5) day blocks or no RDO (without allowance).
- 20.3** Employees who elect not to retain their RDO can elect to do so at any time during the life of the Agreement and will receive \$3,500 in the manner stipulated in Clause 20.1.
- 20.4** Those employees who elect to take the \$3,500 in lieu of RDO's will work in accordance with the following arrangements:
- (a) An employee will work a 38-hour week in lieu of accruing the additional two (2) hours for a rostered day off.
- 20.5** These five (5) options shown in sub-clauses 20.1 and 20.2 will remain in place for all employees unless changes are reached by consultation or negotiations in future agreements.
- 20.6** New starters shall be given up to one (1) month from their commencement date to select their preferred RDO option. RDO options shall be outlined during Induction training.

21. ARRANGEMENT OF ORDINARY WORKING HOURS

21.1 Ordinary hours of work are to be arranged to achieve maximum flexibility in order to satisfy needs of both the enterprise and customers. It is proposed that a maximum 20 percent of our available workforce work to the later start and finish times in the rosters below. This ratio is to consist of volunteers and new starters to the company. Should the proportion exceed 20 percent, employees may apply to move to the earlier start and finish times to bring the numbers into line with the 20 percent maximum. Arrangement of hours shall be:

- (a) With RDO
 - (i) 6.00am start and 2.30pm finish; or
 - (ii) 7.00am start and 3.30pm finish; or
 - (iii) 8.15am start and 4.45pm finish.

- (b) Without RDO
 - (i) 6.00am start and 2.06pm finish; or
 - (ii) 7.00am start and 3.06pm finish; or
 - (iii) 8.15am start and 4.21pm finish.

21.2 Start and Finish Times for the Sydney Service Department

A Sydney Field Service Technician's start (Log On) and finish (Log Off) times will be determined by a radius from their place of permanent residence to the Sydney Service Department (Cnr Long and Cooper Sts, Smithfield NSW 2164).

- (a) Log On
 - (i) If the first job of the day is within the radius for the individual technician, the technician is required to be on site, at or before, their start time.
 - (ii) If the first job of the day is outside of the radius for the individual technician, the technician is required to be crossing the radius, at or before, their start time.

- (b) Log Off

- (i) If the last job of the day is completed within the radius for the individual technician, the technician's finish time is when they complete their last job.
- (ii) If the last job of the day is completed outside of the radius for the individual technician, the technician's finish time is when they cross this radius.

21.3 Start and Finish Times for the Orange Service Department

An Orange Field Service Technician's start (Log On) and finish (Log Off) times will be determined by a thirty (30) minute radius from their place of permanent residence.

(a) Log On

- (i) If the first job of the day is within thirty (30) minutes travel from the permanent residence of the individual technician, the technician is required to be on site, at or before, their start time.
- (ii) If the first job of the day is further than thirty (30) minutes travel from the permanent residence of the individual technician, the point at which the technician has travelled for thirty (30) minutes towards the site of the first job will be the technician's start time.

(b) Log Off

- (i) If the last job of the day is completed within thirty (30) minutes travel from the permanent residence of the individual technician, the technician's finish time is when they complete their last job.
- (ii) If the last job of the day is completed further than thirty (30) minutes travel from the permanent residence of the individual technician, the technician's finish time is when they reach the point at which they are thirty (30) minutes travel from their permanent residence.

21.4 Overtime

Any additional work required outside rostered hours will be paid as overtime except when an employee has elected, with the consent of the Company, to work make up time under which the employee takes time off during ordinary hours (as defined in the Award) and works those hours at a later time during the spread of ordinary hours.

22. GUARANTEE OF RELIABLE AND REDUCED HOURS OF WORK

22.1 An employee will be entitled not to work excessive hours.

22.2 Excessive hours for the purpose of this Clause shall mean hours that have the potential to, or actually cause, the employee to injure their mental or physical health and adversely impacts on the balance between work and family responsibilities.

23. CASUAL & CONTRACT LABOUR

23.1 The parties recognise the advantages that a permanent workforce provide to the business. However, there may be occasions where casual or contract labour may be used.

23.2 For casual labour, recruits may be hired through a labour hire agency or directly by the Company. Both casual and labour hire agency workers may be hired to cover short term labour shortages such as annual leave or workers compensation absence coverage.

23.3 Casual employees will be paid no less than the lowest rate prescribed in this Agreement plus a 25 percent casual loading. Contract employees will be paid no less than the lowest rate prescribed by this Agreement.

23.4 If a casual employee's employment continues for a period of greater than four (4) months, the casual employee must be offered a permanent position.

24. SITE REPAIRS

Working within Work Health and Safety guidelines, major repairs on Contract Service, Fleet Management and Rentals trucks will be performed on site. The objective being to minimise the need for trucks having to be returned to the workshop.

25. PAYMENT OF WAGES

The following provisions relating to payment of wages shall apply:

25.1 Wages shall be paid weekly by electronic funds transfer into a nominated bank (or other recognised financial institution) account or accounts.

25.2 Up to four (4) separate accounts may be nominated by the employee for this purpose.

25.3 Employees nominating more than one (1) account have the option to instruct the Company to distribute specific amount/s and/or proportions of their weekly wages into each account on a regular basis.

26. ALLOWANCES

26.1 Site Allowance

A before tax weekly allowance shall apply for technicians permanently assigned to a customer site. The applicable rate of allowance pre-agreement shall be increased in accordance with percentage wage increases prescribed in Clause 8 of this Agreement. Please refer to Exhibit 1.

26.2 Afternoon Shift Allowance

A technician on afternoon shift shall be paid for such shift 15 percent more than their ordinary rate as per the Manufacturing and Associated Industries and Occupations Award 2020. In addition, a before tax weekly allowance shall also apply. The applicable rate of allowance pre-agreement shall be increased in accordance with percentage wage increases prescribed in Clause 8 of this Agreement. Please refer to Exhibit 1.

26.3 Service Allowance

A Service Allowance of 0.65 percent of base weekly rate shall apply in Year 1, Year 2 and Year 3 and is applicable for all employees covered under this Agreement.

27. MOBILE PHONES

The parties agree that the use of personal mobile communication devices whilst on company business is not encouraged nor is a requirement of the position.

28. BLOOD DONATIONS

The Donor mobile visits the Company premises one to two times per year. Employees wishing to participate will be given a scheduled time within business hours to donate, recuperate and return to normal duties.

29. LONG SERVICE LEAVE

29.1 Employees who have ten (10) continuous years of service shall have access to their leave entitlements.

- 29.2** Long Service Leave entitlements accrued prior to 31 March 2003 were on the basis of 0.866 weeks per year.
- 29.3** Accrual of Long Service Leave at the new rate of ten (10) weeks after ten (10) continuous years of service shall begin on the first pay period after 31 March 2003.
- 29.4** All other terms and conditions relating to Long Service Leave shall be under the *Long Service Leave Act 1955 (NSW)*.

30. APPRENTICESHIPS

- 30.1** The Sydney Service Department is committed to employing apprentices to meet future and current skill needs.
- 30.2** Depending on the Company's financial position and the economic climate at the time, the intention is to employ a new apprentice (or apprentices) to coincide with TAFE Stage 1 Forklift Mechanic enrolments each calendar year during the life of the Agreement.
- 30.3** Should the Company employ any apprentices under the terms and conditions of the Agreement, the apprentices will be entitled to receive the applicable benefits provided to all employees covered by the Agreement, and shall be paid no less than those provided for apprentices under the Agreement, and no less than those provided for adult apprentices under the *Manufacturing and Associated Industries and Occupations Award 2020*.

31. SECURITY OF EMPLOYEE ENTITLEMENTS

- 31.1** The parties to this agreement acknowledge that employees have concerns about the preservation of their accrued entitlements. The Company is committed to preserving those statutory award and agreement entitlements for access by employees as requested within the terms of the Award and the Agreement.
- 31.2** Should employees have any specific concerns regarding the preservation of their accrued entitlements; these concerns can be raised and addressed via the Crown Sydney Service Consultative Committee processes identified in this Agreement.
- 31.3** In the event that there is a transmission of business or the Company ceases trading, the Company will enter into discussions with the Consultative Committee as early as possible about the protection of employee

entitlements.

31.4 The Company will continue, as it has for over 40 years, to ensure at all times that it has the capacity to honour accrued entitlements to all employees as and when they fall due.

31.5 Any disputes in relation to the preservation of accrued employee entitlements will be dealt with in accordance with the disputes procedure in this Agreement.

32. POSITION VACANCIES

Bulletins shall be posted should a vacancy exist for a replacement or additional position within the Service Department.

33. TOOLS

The Company shall continue to supply tools as needed to ensure that the proper quality and quantity of tools are available to carry out the work in a safe and efficient manner.

34. ADDITIONAL PUBLIC HOLIDAYS

34.1 In addition to the Public Holidays prescribed in the Public Holidays Act 2010, full time employees are entitled to one (1) additional public holiday without loss of pay.

34.2 Crown Equipment's additional public holiday will be the Tuesday immediately following Easter Monday, but if that Tuesday is a gazetted or proclaimed public holiday then on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken in each calendar year.

34.3 The Company will ask which Service Technicians wish to take the Additional Day. However, to meet operational requirements, the Company may require approximately 50% of Service Technicians to work the day.

34.4 For those Service Technicians who work the Additional Day, will receive paid time off as time off in lieu (TOIL). Work performed on the day will not attract public holiday rates.

(a) TOIL will be taken as another whole day off without loss of pay at ordinary time, not later than 12 months after the Additional Day on a

day mutually agreed by the Company and the Service Technician. If TOIL is not taken within 12 months, or if the Service Technician's employment terminates prior to the taking of such TOIL, the TOIL will be paid out to the Service Technician.

35. SUPERANNUATION

In addition to the "incorporated terms" and in conjunction with any additional rights relating to these matters contained in this Agreement, the following provision will apply:

35.1 Definitions

For the purposes of this agreement:

- (a) "Fund" means IOOF Employer Super (the Company default fund), Australian Super, or any other approved MySuper compliant fund nominated by or stapled* to an employee covered by this Agreement.

* A stapled super fund is a superannuation fund as defined by Part 3A Division 7 of the Superannuation Guarantee (Administration) Act 1992.

- (b) "Ordinary Time Earnings" means an employee's Award classification rate, any over award payment, tool allowance, leading hand allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's ordinary hours of work. To avoid doubt, regular rostered shifts are to be regarded as part of ordinary hours for the purposes of this Clause. All other allowances and payments are excluded. If a different and more generous definition of ordinary time earnings has been used where this Agreement applies, or incorporated into this award by another clause, the more generous definition prevails and ordinary time earnings shall be defined by the more generous definition.
- (c) "Superannuation Legislation" means the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and *Superannuation (Resolution for Complaints) Act 1993* collectively.

35.2 Employer Contributions

- (a) An employer must make superannuation contributions for the benefit of an employee either each month or more frequently than each month.
- (b) The amount of contributions shall be expressed in whole dollars and will amount to the minimum contribution prescribed by legislation.
- (c) The employer is not required to contribute to more than one (1) Fund.

- (d) For the purposes of the superannuation legislation, an employee's ordinary time earnings are intended to provide that employee's notional earnings base.

35.3 Voluntary Employee Contributions

Subject to the governing rules of the Fund and applicable laws, an employee who wishes to make contributions to the Fund may authorise the employer to pay into the Fund from the employee's wages, amounts specified by the employee.

35.4 Absence from Work

In respect of an employee's absence from work the following provisions apply:

- (a) Paid Leave

Superannuation contributions as described in Clause 35.2 must continue whilst the employee is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.

- (b) Unpaid Leave

The Company will not be required to make superannuation contributions related to any unpaid period of absence from work.

- (c) Work Related Injury or Illness

- (i) In the event that an employee is absent from work as a result of a work related injury or work related illness, superannuation contributions shall continue for the period of the absence (subject to a maximum of 52 weeks' total absence for each injury or sickness) at the employee's ordinary rate of pay, provided that:
 - (ii) The employee is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
 - (iii) The person remains in the employ of the employer.

36. HEALTH AND SAFETY

We acknowledge that each individual is different and we will treat each case on its merits. Employers and employees have rights and obligations under the relevant Work Health and Safety legislation.

36.1 The parties are committed to the following guidelines:

- (a) Prevent Injury and illness by providing a safe and healthy working environment.
- (b) Prevent unsafe acts.
- (c) Carry out work recognising that safety is essential to achieve operating and business objectives.
- (d) Recognise that safety is the responsibility of management and all employees.
- (e) Improve the safety of work practices in all the workplaces.
- (f) Creation and development of personal responsibility for safety.

37. INCOME PROTECTION

37.1 Current arrangements whereby income protection is part of superannuation and is provided through employer/employee statutory contributions into the superannuation schemes will continue.

37.2 The Company will pay the premium for this income protection where an employee has income protection through their superannuation scheme.

37.3 Employees who are members of the default superannuation fund shall continue to have their premiums paid by the Company, in arrears, as per the existing notification and payment arrangement with the default fund. Such payments will be limited to the value of a premium for default income protection.

37.4 An employee may seek to be reimbursed for income protection premiums that they have paid into a superannuation fund different from the default fund. To do this, the employee must provide an original or certified copy of their superannuation statement which details the cost of their income protection premiums for the year, to the Payroll Manager.

37.5 The gross amount that will be reimbursed to the employee, into their superannuation fund, shall be the quoted cost of a premium for default income protection from the default superannuation fund, based on the specifications of the individual employee, or the actual cost of premiums paid by the employee to the non-default fund, whichever is the lesser amount.

37.6 Claims for reimbursement can only be made once per year and must be lodged no later than six (6) months from the date of the employee's full year superannuation statement.

38. ADDITIONAL COMPANY PROTECTION

- 38.1** Should an employee with a minimum of five (5) years' service be injured or ill and off work for more than one (1) month, the Company will pay the employee while they are off work 75 percent of their ordinary base weekly earnings for a maximum of two (2) months.
- 38.2** Employees must be off work for at least one (1) month to claim and will not be paid for the first month of their absence. For this period employees' sick or annual leave must be used.
- 38.3** All conditions under which claims are made and the scheme is administered, are as detailed in the Superannuation funds – IOOF Employer Super and Australian Super, as per the Superannuation Income Protection provisions (which commence three (3) months after the initial date of injury or illness).
- 38.4** This company funded income protection coverage is in addition to the income protection payments currently paid into the employees' superannuation fund.

39. CASHING OUT ANNUAL LEAVE

- 39.1** Annual leave entitlements may be cashed out, provided that a minimum balance of 4 weeks' leave is maintained. For example, a full-time employee must retain four (4) 5-day weeks of Annual Leave following the cashing out of an amount of Annual leave.
- 39.2** Each instance of an amount of annual leave being cashed out must be accompanied by a separate agreement in writing between the employer and the employee.
- 39.3** Annual leave loading will be paid on Annual leave which has been cashed out.
- 39.4** RDO's of up to one (1) year's entitlement may be banked and cashed out with the approval of the Service Manager.

40. INDUCTION AND COMMUNICATION

- 40.1** Employee representatives will be allowed to meet and brief new starters at their induction and explain the terms and conditions of this Agreement.
- 40.2** New employees will not be coerced or forced either by Management or the Union/Delegates into terms of employment or union membership against their will.
- 40.3** Tool Box Talks will be held on at least four (4) occasions each year.

41. COMPANY UNDERTAKINGS

41.1 Employee Representatives

- (a) The Company shall recognise duly elected/appointed shop stewards or delegates. Subject to notifying their supervisor, the shop stewards or delegates shall be allowed reasonable access and opportunity during paid working hours to interview employees, the Company or the Company's representative, or their union official in order to attend to matters affecting employees whom they represent.
- (b) At the request of the employee, an employee representative or support person will be permitted to attend meetings convened by the Company regarding matters of a formal nature, including performance and/or conduct concerns.
- (c) Shop stewards or delegates and elected occupational health and safety representatives shall be provided access, when needed, to facilities such as a telephone, photocopier, private place to interview employees or their union official, notice boards, or a computer with internet facilities.
- (d) Shop stewards or delegates and elected Work Health and Safety representatives shall not be docked for attending proceedings relating to the dispute resolution procedure in this Agreement.

41.2 Right of Entry for Union Officials

The parties agree that entry to the workplace by union officials who are permit holders will be in accordance with the *Fair Work Act 2009*. The following arrangements will also apply:

- (a) Union officials or union delegates must notify the local senior management about an intended visit and its purpose; providing the approximate time of arrival and duration of the visit.
- (b) Upon arrival the union official shall report to reception and request to see the accredited delegate(s) who, in turn will notify management of the official's presence on site. Officials and accredited delegates will be permitted to interview employees in company time, after discussion with management, on matters that pertain to the relationship between the employer and its employees.

41.3 Delegate training leave

The Company will allow reasonable time set aside over the period of the certified agreement to attend Union Training Seminars. A copy of the training agenda and proposed dates/times shall be forwarded to the Service Manager two (2) weeks in advance of the scheduled date.

41.4 Deduction of Union Fees

Employees who are members of the AMWU or AWU may elect to have their weekly fees deducted through the Company payroll.

42. RENEWAL OF AGREEMENT

42.1 Discussions will take place no later than six (6) months prior to the expiry of the Agreement to discuss the nature of changes, if any, to the Agreement consistent with economic and company circumstances at the time.

42.2 The Company will allow reasonable paid time per employee during the life of the Agreement to consult and seek advice in union forums to determine bargaining claims. Delegates will be allowed reasonable time for this purpose.

43. FLEXIBILITY TERMS

43.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) The Agreement deals with one (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 employee in relation to one (1) or more of the matters mentioned in Clause 43.1(a); and

(c) the arrangement is genuinely agreed to by the employer and the employee

43.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

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

43.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under eighteen (18) years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the 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.

43.4 The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

43.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing - at anytime.

44. AWARD VARIATION

44.1 From the date of certification of the Crown Equipment Pty Ltd Sydney Service Department Enterprise Agreement 2024 by the Fair Work Commission, until its nominal expiry date of 31 March 2027, should there be any amendments made to the Manufacturing and Associated Industries and Occupations Award pertaining to the value of a penalty rate or penalty rates, the parties to the Agreement agree that the value of penalty rates payable under the Award as at the date of certification of the Agreement, will continue to be payable at the same value under the Agreement, until the nominal expiry date of the Agreement.

44.2 For the avoidance of doubt, Clause 44 of this Agreement will cease to have any binding effect or influence over the parties to the Agreement following 31 March 2027.

45. CONSULTATION TERM

1. This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

MAJOR CHANGE

2. For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

4. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

5. As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion, provide in writing to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 9. In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

CHANGE TO REGULAR ROSTER OR ORDINARY HOURS OF WORK

- 10. For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- 11. The relevant employees may appoint a representative for the purposes of the

procedures in this term.

12. If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

13. As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion, provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

14. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

15. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

16. In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

SIGNATORIES TO AGREEMENT

Approved _____
State Secretary

Australian Manufacturing Workers' Union
Level 1 133 Parramatta Rd,
Granville, New South Wales 2142

Date _____

Approved  _____
Guy Bunn
General Manager Branch Operations East

C/- Cnr. Long & Cooper Streets,
Smithfield, New South Wales 2164

Date 5/6/2024

Approved _____
State Secretary

Australian Workers Union
16-20 Good St,
Granville, New South Wales 2142

Date _____

Approved  _____
Peta Blaney
NSW Service Manager

C/- Cnr. Long & Cooper Streets,
Smithfield, New South Wales 2164

Date 3/06/2024

APPENDIX A

REDUNDANCY AGREEMENT

1. APPLICATION

This Agreement shall apply at Crown Equipment Pty Ltd Sydney Service Department, Cnr. Long & Cooper Streets, Smithfield, New South Wales 2164; Crown Equipment Pty Ltd Orange Service Department, 14 Astill Drive, Narrambla, New South Wales 2800; and, Crown Equipment Pty Ltd Wollongong Service Department, 3 O'Neil Street, Unanderra New South Wales 2526, to all Field Service employees who are bound by the terms of the Manufacturing and Associated Industries and Occupations Award 2020 and will remain in force until 31 March 2027.

Only permanent employees of Crown Equipment Pty Ltd Sydney, Orange and Wollongong Service Departments will be eligible for the benefits contained within this Agreement.

2. SEVERANCE PAY

Severance pay shall for the purpose of this Agreement be defined as in the Manufacturing and Associated Industries and Occupations Award 2020.

3. SUMMARY

3.1 This clause describes certain rights and obligations of employers and employees in circumstances where an employer no longer requires a job to be done by anyone.

3.2 Benefits under this Agreement will not apply to the following:

- (a) Resignation of employees except as provided in Clause 11 of this Agreement.
- (b) Termination of casual/contract labour employees.
- (c) Normal retirement of employees who have reached the appropriate retiring age.
- (d) Termination of employment for the reasons covered in the Manufacturing and Associated Industries and Occupations Award 2020.
- (e) Summary Dismissal.

4. SELECTION

The Company reserves the right to select from all employees' sufficient numbers to satisfy its redundancy needs as follows:

- 4.1** To ensure the preservation of trade qualifications, specific skills and abilities considered essential to present and future requirements, the application of selection must rest entirely with the Company. Based on the principles above, preference will be given to retaining those employees with the longest service with the Company.
- 4.2** The Company will accept for consideration nominations for voluntary redundancy from employees for a period of at least two (2) years prior to redundancies taking place (a period of notice will be given of this date in accordance with the Manufacturing and Associated Industries and Occupations Awards 2020).
- 4.3** The right to allow or disallow such voluntary redundancy is at the discretion of the Company and will take into account trade qualifications, level of skill and ability, attitude, work performance and any other factors that are considered relevant.
- 4.4** If there is disagreement over any person/s selected, a conference will be held between the relevant employee(s) and their nominated third party. Should this be a Union matter and no agreement is reached, the normal dispute procedure as per Clause 9 of the Agreement shall apply.

5. OPPORTUNITY FOR RE-EMPLOYMENT

- 5.1** Employees whose employment is terminated for reasons of redundancy will not be prevented from applying for re-employment should a suitable position within the Company become available.
- 5.2** An application for re-employment made by an employee whose employment was terminated for reasons of redundancy will not be subjected to any negative prejudice by the Company.

6. PAYMENT

- 6.1** An employee made redundant, as described within this Agreement, shall receive the following payments: -
 - (a) For every completed year with the Company three (3) "weeks' pay".
 - (b) Payments under sub-clause 6.1(a) above will be limited to a maximum of seventy-two (72) "week's pay".

6.2 "Week's pay" is defined as the rate of pay the employee is receiving per week at the time of redundancy.

6.3 If an entitlement to severance pay (i.e., number of weeks' pay) as determined by the period of service of the individual employee, as provided by Clause 6.1 of Appendix B, should be less than that which is provided by legislation (s.119 of the *Fair Work Act 2009*), the Company will pay the employee the greater of the two entitlements.

7. SICK PAY

Redundant employees will have their accumulated sick leave entitlements paid out on termination.

8. RDO LEAVE

Redundant employees will have their accrued RDO hours paid out on termination.

9. LONG SERVICE LEAVE

9.1 Payment of Long Service Leave will be made in accordance Clause 29 of the Agreement.

9.2 Redundant employees who have completed five (5) years or more service at the time of redundancy will be paid pro-rata long service leave in accordance with sub-clause 9.1.

10. ANNUAL LEAVE LOADING

Annual leave loading will be paid on the employees accrued annual leave entitlement at the time of termination on a pro-rata basis.

11. TERMINATION DURING NOTICE

An employee under notice by reason of redundancy as described within this Agreement, may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments as provided within this Agreement, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice, or the unworked balance of the notice period.

12. DEATH OF EMPLOYEE

In circumstances where a redundant employee dies during the period of notice and prior termination of employment, all entitlements under this Agreement up to the date of death will be paid to the employee's estate.

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