



**Cummins South Pacific Pty Ltd  
(Cummins Care - Parts)**

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**Enterprise Agreement 2024**

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## 1. TITLE

This Agreement shall be known as the Cummins South Pacific Pty Ltd (Cummins Care – Parts) Enterprise Agreement 2024.

## 2. ARRANGEMENT

**This Agreement is arranged as follows:**

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### 3. **APPLICATION**

This Agreement shall only have application to Parts team members aligned to the Cummins Office Classification Framework within Cummins Care currently located at 2 Caribbean Drive, Scoresby, Victoria, 3179.

### 4. **PARTIES BOUND**

The Parties bound by this Agreement are:

- Cummins South Pacific Pty Ltd [ABN 006 332 949] as described in Clause 3 Application (“**Cummins**” or “**the Company**” or the “**Employer**”).
- All employees of the Company who are described in clause 3 Application (“**the Employees**”).
- The Vehicle Membership area of the Victorian Branch of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AFMEPKIU) known as the Australian Manufacturing Workers’ Union (“**The Union**” or “**AMWU**”).

### 5. **DATE AND PERIOD OF OPERATION**

This Agreement shall commence seven days after the date of approval by the Fair Work Commission. The nominal expiry date of this Agreement is 1 June 2028.

### 6. **RELATIONSHIP TO AWARD**

All the provisions of the Manufacturing and Associated Industries & Occupations Award 2020 as varied from time to time are hereby incorporated into this Agreement. Where any inconsistency between an express provision of this document and a term incorporated from The Award arises, the provisions of this Agreement shall prevail to the extent of any inconsistency.

### 7. **DEFINITIONS**

- “**NES**” means the National Employment Standards.
- “**Full-time Employment**” means an employee not specifically engaged as being a part-time or casual employee and is for all purposes of this Agreement a full-time employee, unless otherwise specified in this agreement.
- “**FWC**” means Fair Work Commission.
- “**The Company**” means Cummins South Pacific Pty. Ltd.
- “**The Parties**” mean the Company, the Union and the Employees.
- “**The Award**” means the Manufacturing and Associated Industries and Occupations Award 2020 as varied from time to time.

- **“The Act”** means the Fair Work Act 2009 as varied from time to time.
- **“Public Holidays”** means holidays declared or prescribed by, or under, a law of a State or Territory.
- **“Cummins Support Centre”** - for the purposes of this Agreement, ‘Cummins Support Centre’ refers to the area now known as ‘Cummins Care’. As the new title for this business area (Cummins Care) is formerly introduced, the terms ‘Cummins Support Centre’ and ‘Cummins Care’ are considered interchangeable for the purposes of this document.

## 8. **INTERPRETATION**

Any reference to a Company policy, process or procedure in this Agreement means the document referred to as at the date of this Agreement. However, these are subject to change at any time at the absolute discretion of the Company. Whilst Employees must comply with all Company policies and procedures, they do not form part of this Agreement. Employees who breach any Company policy or procedure will not be considered to have breached this Agreement.

## 9. **RIGHT WORK ENVIRONMENT**

It is the intention of this Agreement to achieve the principal object in Section 3(e) of the Fair Work Act 2009 by preventing and eliminating discrimination and enabling fairness and representation at work.

Please refer to relevant Cummins’ policy in relation to the ‘Right Work Environment’ and ‘Health and Safety’ rights and responsibilities.

## 10. **FLEXIBILITY**

- 10.1. 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:
- 10.1.1. the Agreement deals with one or more of the following matters:
    - 10.1.1.1. arrangements about when work is performed;
    - 10.1.1.2. overtime rates;
    - 10.1.1.3. penalty rates;
    - 10.1.1.4. allowances;
    - 10.1.1.5. leave loading; and
  - 10.1.2. the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph 10.1.1; and
  - 10.1.3. the arrangement is genuinely agreed to by the Employer and Employee.
- 10.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- 10.2.1. are about permitted matters under section 172 of the *Fair Work Act 2009*;  
and
  - 10.2.2. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - 10.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.3. The Employer must ensure that the individual flexibility arrangement:
- 10.3.1. is in writing; and
  - 10.3.2. includes the name of the Employer and Employee; and
  - 10.3.3. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - 10.3.4. includes details of:
    - 10.3.4.1. the terms of the Enterprise Agreement that will be varied by the arrangement; and
    - 10.3.4.2. how the arrangement will vary the effect of the terms; and
    - 10.3.4.3. how the Employee will be better off overall in relation to the terms and conditions of the Employee's employment as a result of the arrangement; and
  - 10.3.5. states the day on which the arrangement commences.
- 10.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5. The Employer or Employee may terminate the individual flexibility arrangement:
- 10.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
  - 10.5.2. if the Employer and Employee agree in writing — at any time.

## **11. CONSULTATION**

- 11.1. This term applies if the Employer:
- 11.1.1. 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
  - 11.1.2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### ***Major Change***

- 11.2. For a major change referred to in paragraph (11.1.1):
- 11.2.1. the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - 11.2.2. subclauses (11.3) to (11.9) apply.

- 11.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.4. If:
  - 11.4.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 11.4.2. the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- 11.5. As soon as practicable after making its decision, the Employer must:
  - 11.5.1. discuss with the relevant Employees:
    - 11.5.1.1. the introduction of the change; and
    - 11.5.1.2. the effect the change is likely to have on the Employees; and
    - 11.5.1.3. measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - 11.5.2. for the purposes of the discussion - provide, in writing, to the relevant Employees:
    - 11.5.2.1. all relevant information about the change including the nature of the change proposed; and
    - 11.5.2.2. information about the expected effects of the change on the Employees; and
    - 11.5.2.3. any other matters likely to affect the Employees.
- 11.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.8. 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 (11.2.1) and subclauses (11.3) and (11.5) are taken not to apply.
- 11.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
  - 11.9.1. the termination of the employment of Employees; or
  - 11.9.2. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - 11.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 11.9.4. the alteration of hours of work; or
  - 11.9.5. the need to retrain Employees; or

- 11.9.6. the need to relocate Employees to another workplace; or
- 11.9.7. the restructuring of jobs.

***Change to regular roster or ordinary hours of work***

- 11.10. For a change referred to in paragraph (11.1.2):
  - 11.10.1. the Employer must notify the relevant Employees of the proposed change; and
  - 11.10.2. subclauses (11.11) to (11.15) apply.
- 11.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.12. If:
  - 11.12.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 11.12.2. the Employee or Employees advise the Employer of the identity of the representative;the Employer must recognise the representative.
- 11.13. As soon as practicable after proposing to introduce the change, the Employer must:
  - 11.13.1. discuss with the relevant Employees the introduction of the change; and
  - 11.13.2. for the purposes of the discussion—provide to the relevant Employees:
    - 11.13.2.1. all relevant information about the change, including the nature of the change; and
    - 11.13.2.2. information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - 11.13.2.3. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - 11.13.3. 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).
- 11.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 11.16. In this term:  
***relevant Employees*** means the Employees who may be affected by a change referred to in subclause (11.1).

## **12. CONSULTATIVE COMMITTEE**

The Parties to this Agreement recognise the value of consultation as a fundamental means of communication and decision making. The development of effective participative/consultative practices is important in the process of change and will lead to advantages for both the Company and Employees.

The Parties agree to maintain a consultative forum consisting of an equal number of company and elected employee representatives or as agreed.

## **13. DISPUTE RESOLUTION**

13.1. If a dispute relates to:

- 13.1.1. a matter arising under the agreement; or
- 13.1.2. the National Employment Standards;

this term sets out procedures to settle the dispute; but does not apply to any disputes in relation to Company policies and procedures. The application of Company policies and procedures are at the absolute discretion of the Company and may be changed by the Company at any time.

13.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

13.3. In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Supervisors and/or Management.

13.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

13.5. The Fair Work Commission may deal with the dispute in two stages:

- 13.5.1. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 13.5.2. If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
  - 13.5.2.1. arbitrate the dispute;
  - 13.5.2.2. make a determination that is binding on the Parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*



- 13.6. While the Parties are trying to resolve the dispute using the procedures in this term:
- 13.6.1. an Employee must continue to perform the Employee’s work as the Employee would normally unless the Employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - 13.6.2. an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
    - 13.6.2.1. the work is not safe; or
    - 13.6.2.2. applicable occupational health and safety legislation would not permit the work to be performed; or
    - 13.6.2.3. the work is not appropriate for the Employee to perform; or
    - 13.6.2.4. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 13.7. The Parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

**14. CLASSIFICATION STRUCTURE**

The Company values employee career development and progression opportunities. The Classification Structure within the Cummins Support Centre – Parts Team provides for, recognition of skills and experience, career progression and supports training structures.

**14.1 Cummins Support Centre – Parts Team Classification Structure:**

<b>Role</b>	<b>Cummins Classification Structure</b>	<b>Description</b>	<b>Award Alignment</b>
Parts Interpreter	Office 5	Trade recognised (or equivalent) level role i.e. Subject Matter Expert	C10 / R6
Parts Advisor	Office 4	Entry level Parts role, requiring no trade certification, may have relevant industry Parts experience	C11 / R5
Parts Administration	Office 3	Administrative and support based role	C12 / R4

- 14.2 The roles within the Cummins Support Centre – Parts Team are classified in accordance with the Cummins’ Grading Structure.
- 14.2.1 The Cummins’ Grading Structure has been developed through a formal job evaluation methodology which measures the relative size of a job.
  - 14.2.2 The methodology used is determined by Cummins Inc.
  - 14.2.3 The grading of roles covered by this Agreement may be subject to review by the Company at any time and may result in reclassification of Employees.

- 14.2.4 In the event the re-classification of a role results in a lower classification, the current incumbent will maintain the higher classification whilst performing the role.
- 14.2.5 New roles or changes to existing roles, will be based on operational requirements and will be developed in consultation with Employees.
- 14.2.6 Recruitment and selection will be based on operational requirements and a merit-based selection process.

## **15. ANNUALISED SALARY**

- 15.1 The Employees covered by this Agreement will be paid an annualised salary that incorporates the following:
  - 15.1.1 wages;
  - 15.1.2 reasonable additional hours worked in excess of 38 hours per week;
  - 15.1.3 leave loading.

## **16. OVERTIME, SHIFT AND PENALTY RATES**

- 16.1 Due to the nature of the operations within the Cummins Support Centre, it is necessary for the Company to introduce additional shifts from time to time.
- 16.2 The introduction of additional shifts will be done in consultation with Employees.
- 16.3 Afternoon Shift is any shift that finishes between 6pm and midnight.
- 16.4 Employees required to work Afternoon Shift, will receive 15% shift penalty rate on the annualised salary rate of pay.
- 16.5 Employees who work an Afternoon Shift as per The Award on a Public Holiday will receive an additional 15% penalty rate on top of the standard Public Holiday penalty rate.
- 16.6 All other shift, overtime and penalty rates will be applied per The Award and will be applied on the annualised salary rate of pay, including:
  - 16.6.1 Public Holiday
  - 16.6.2 Overtime
  - 16.6.3 Saturday and Sunday overtime
  - 16.6.4 Night Shift.

## **17. PUBLIC HOLIDAY WORK AND SCHEDULING OVERTIME**

- 17.1 For this section, 'Public Holidays' means 'a holiday declared or prescribed by, or under, a law of a State or Territory'.
- 17.2 Due to the nature of the operations within the Cummins Support Centre, it may be necessary for Employees to be rostered to work on a Public Holiday.
- 17.3 In the event the Company determines a need to work on any Public Holiday, the Employer will:
- 17.3.1 Follow steps in a manner consistent with the Fair Work Act and National Employment Standards (NES);
  - 17.3.2 In the first instance, a call will be made for Employees to volunteer to work on the Public Holiday; and
  - 17.3.3 Should there be insufficient Employees who volunteer to cover the operational needs of the Employer on the Public Holiday, the Employer may then request further Employees to work on the Public Holiday. Such request will be a minimum of four (4) weeks' notice prior to the Public Holiday date, unless by mutual agreement;
  - 17.3.4 An Employee may exercise a right to reject a request from the Employer to work a Public Holiday; and
  - 17.3.5 The Employer will consider all rejections in a manner consistent with the Fair Work Act and National Employment Standards (NES).
- 17.4 Overtime will be paid if a Supervisor requests an Employee to work additional hours over and above their rostered operational shift to cover part or all of another shift.
- 17.5 Seven (7) days' notice will be provided to Employees when scheduling overtime or less by mutual agreement.

## **18. LONG SERVICE LEAVE**

Long Service Leave will be paid in accordance with the provisions of the *Long Service Leave Act 2018 (Victoria)*.

## **19. DISPUTE RESOLUTION TRAINING LEAVE**

- 19.1 An eligible Employee representative is entitled to attend training which are directed at the enhancement of the operation of the dispute resolution procedure.

- 19.2 The following paid training days will be available:
- 19.2.1 Eight (8) days within their first year of being an eligible employee representative,
  - 19.2.2 Five (5) days per calendar year thereafter.
- 19.3 An eligible Employee representative may request additional days above the provisions provided for in in Clause 19.2. Such time, if granted by the Employer will be unpaid or the employee may access own leave entitlements.
- 19.4 All other provisions with regards to Dispute Resolution Training Leave will be applied in accordance with the provisions contained in The Award.

## **20. ROSTERED DAYS OFF**

- 20.1 The Company agrees to the ongoing implementation of a Rostered Days Off program.
- 20.2 The framework for the scheme will be developed by the Company and will include a four-week work cycle of 152 hours, enabling the employee to accrue a Rostered Day Off without loss of pay.
- 20.3 The guidelines for the scheme, are as follows:
- 20.3.1 Rostered Days Off must be taken as scheduled by the Company in a roster, or otherwise agreed to between the Employee and their Supervisor, taking into consideration operational requirements and individual circumstances.
  - 20.3.2 The Company reserves the right to reject an employee's application for a Rostered Day Off on a particular day due to operational needs.
  - 20.3.3 Rostered Days Off may not be taken in advance of accrual.

## **21. PAYROLL DEDUCTIONS**

- 21.1 The Company agrees to provide employees with a direct debit facility from wages for union dues for remittance to the Union.
- 21.2 The Company must continue to make and forward deductions in this manner for as long as requested by the Employee.

## **22. NO EXTRA CLAIMS**

The Parties agree that there will be no extra claims during the life of the Agreement.

**23. SIGNATURES:**

**Signed on behalf of Cummins South Pacific Pty Ltd:**

Signatory Name: Chloe Lane

Signatory Title: Senior Human Resource Advisor

Signatory Address: 2 Caribbean Drive, Scoresby Victoria, 3179 Australia

Basis of signatory's authority to sign the agreement: Senior Human Resource Advisor

Signature:  Date: 19 June 2024

**Signed on behalf of Cummins' Employees:**

Signatory Name: Rodney Swift

Signatory Title: Parts Interpreter — Cummins Support Centre, Scoresby

Signatory Address: 2 Caribbean Drive, Scoresby VIC 3179, Australia

Basis of signatory's authority to sign the agreement: Parts Interpreter — Cummins Support Centre, Scoresby

Signature:  Date: 20 June 2024

**Signed on behalf of the Australian Manufacturing Workers Union (Registered as AFMEPKIU):**

Signatory Name: Vince Pepi

Signatory Title: INDUSTRY COORDINATOR

Signatory Address: 251 QUEENSBERRY STREET, CARLTON NORTH, 3053

Basis of signatory's authority to sign the agreement:

Signature:  Date: 21/6/2024