

ENTERPRISE AGREEMENT

NO: E.A. 34 /1992

DATE REGISTERED: 24-11-92

PRICE: \$ 12-00

**COMET EXPRESS - TAMWORTH
4 HOUR CASUAL AND SHIFTWORK
ENTERPRISE AGREEMENT**

21 SEPTEMBER 1992

ENTERPRISE AGREEMENT date

1992

BETWEEN:

- (1) **COMET EXPRESS, A DIVISION OF TNT AUSTRALIA PTY LIMITED**
and
- (2) **THE TRANSPORT WORKERS' UNION OF AUSTRALIA, NEW SOUTH WALES
BRANCH**

RECITAL

The employees covered by this Agreement are persons employed in the Enterprise in the occupations to which this Agreement applies.

The making of this Enterprise Agreement is consistent with the terms of the Agreement negotiated at Comet Express Tamworth operation on Thursday 10 September 1992 (Attachment 1). If Comet Express intends to reduce the number of employees or vehicles (except for the Linehaul Subcontract Vehicle), Comet Express shall hold discussions with the Union in accordance with the Disputes Procedure of this Agreement prior to any such reductions taking place.

OPERATIVE PROVISIONS

1. Title

This Agreement shall be known as the "Comet Express - Tamworth - 4 Hour Casual and Shift Work Enterprise Agreement".

2. Term

This Agreement shall operate from the date of registration and shall remain in force for a period of twelve (12) months.

3. Area and Incidence

- (a) This Agreement shall apply to the employer and persons employed by the employer:
 - (i) in any of the occupations within the scope of the Award; and
 - (ii) at (or operating from) the Comet Express facility located on the corner of Plain and Avro Streets, Tamworth, New South Wales.
- (b) The Enterprise for which this Agreement is made and the occupations to which it relates are those identified in sub-clause (a).

4. Duress

This Agreement was not entered into under duress by any party to it.

5. Conditions of Employment

- (a) Except as provided by this Agreement, the conditions of employment of employees to whom this Agreement applies shall be those contained in the Award. Where there is inconsistency between this Agreement and the Award, this Agreement prevails.
- (b) The making of this Agreement does not preclude the making of further Agreements during the term of this Agreement about other conditions of employment.

6. Casual Employees

- (a) The employer may engage such number of casual employees as in its opinion is operationally appropriate and with regard to the fixed ratio of casual employees to other employees as prescribed in Clause 8 (ii) (a) of the Award.
- (b) The minimum engagement for a casual employee shall be four (4) hours.

7. Flexibility - Shift Work

To meet operational requirements the employer may advise an employee to transfer to another shift or day work to meet such operational requirements. The notice provided by an employer to an employee to transfer to such work shall be effected if necessary by the provision of notice less than the notice period prescribed by the Award.

8. Procedures Relating to Grievances of Individual Employees

The following procedures should be followed when an individual employee has a grievance.

- (a) The employee must notify (in writing or otherwise) the employee's immediate supervisor as to the substance of the grievance, request a meeting with the employee's immediate supervisor for discussions and state the remedy sought.
- (b) If the grievance remains unresolved following the meeting requested by the employee, it shall be the subject of further discussions between the employee and the employer on a graduated steps basis with a view to resolution at higher levels of authority. The steps outlined in Clause 9 may be followed where appropriate.

8. Procedures Relating to Grievances of Individual Employees - continued

- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While the procedure is being followed, normal work must continue.
- (f) The employee may be represented by the Union.

9. Procedures Relating to Disputes etc. between Employers and their Employees

(a) Intention

The employees, the Union and the employer undertake to take all necessary steps to ensure that delegates, officers, officials, employees/Union members, executives and company staff follow the procedure as set out herein. The intention being that any or all disputes shall be promptly resolved by conciliation in good faith without work restrictions, bans or stoppages occurring. The parties shall respectively notify each other as soon as possible of any industrial matter that might give rise to a dispute.

(b) The Procedure

- (i) In the event of a dispute or difficulty arising at job level, the union delegate and the Comet Tamworth management shall immediately confer and shall attempt to resolve the matter without delay.
- (ii) If no agreement is reached, a Union organiser shall discuss the matter in dispute with Comet Express Regional Manager (or his nominee).
- (iii) If the matter in dispute remains unresolved, the New South Wales Manager of Comet Express (or his nominee) shall meet the Newcastle Sub-Branch Secretary of the Union (or his nominee).
- (iv) If the matter still remains unresolved, the New South Wales State Manager of Comet Express (or his nominee) and/or TNT Australia Pty Limited Industrial Relations management shall meet the Newcastle Sub-Branch Secretary of the Union (or his nominee) and discuss the matter. At each discussion, other employer and Union representatives may be in attendance as required.

9. Procedures Relating to Disputes etc. between Employers and their Employees - continued

(v) If the foregoing steps fail to resolve the issue within a reasonable time, the matter in dispute shall be referred by either party to the Industrial Relations Commission for Determination.

(c) Right to Refer to the Commission

The above steps shall not preclude reference of a dispute to the Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the Industrial Relations Commission shall retain its discretion to refer the parties back to a continuation of this procedure where the Industrial Relations Commission considers that course appropriate.

(d) Continuity of Work

Pending the completion of the procedure set out in this Clause, work shall continue without interruption and all parties agree to use their best endeavours to ensure that continuation.

(e) Preservation of Rights

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.

(f) Procedures and Obligations

The procedures and obligations contained herein shall be equally binding on the parties to this Agreement. The Decisions of the Industrial Relations Commission shall be accepted and adhered to by all parties subject to their rights under the Industrial Relations Act 1991.

10. Definitions

"Award" means the Transport Industry Interim (State) Award or any Award replacing, succeeding or modifying that Award which binds the employer.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch.

"Employer" means Comet Express, a Division of TNT Australia Pty Limited.

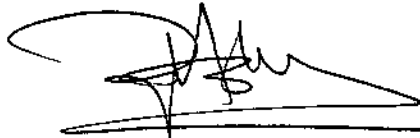
11. No Precedent

It is agreed that no part of this Agreement shall be used as a precedent by either party in any other negotiations or proceedings.

SIGNED for and on behalf of Comet Express, a Division of TNT Australia Pty Limited by P Rowe New South Wales State Manager in the presence of:



P ROWE



Witness:
Name (Printed):

P.J. ASHCROFT.
Senator. Mascot.

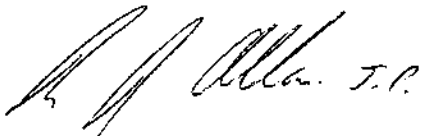
Date: 15 October 1992.

SIGNED for and on behalf of the Transport Workers' Union of Australia (New South Wales) Branch by J McLean, Secretary, in the presence of:



J McLEAN

Witness:
Name (Printed):


ROBERT JOHN ALLAN J.P.

Date: 9 - Oct - 92.