

ENTERPRISE AGREEMENT

NO: E.A. 19 /1994

DATE REGISTERED: 25-1-94

PRICE: \$ 14.00

TNT FREIGHT SERVICES
WOLLONGONG
AGREEMENT

WITHOUT PREJUDICE

[1]

ENTERPRISE AGREEMENT dated

1993

BETWEEN

- (1) TNT FREIGHT SERVICES, 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.

OPERATIVE PROVISIONS

1. Title

This Agreement shall be known as the "TNT Freight Services - Wollongong Agreement".

2. Term

This Agreement shall operate from the date of registration and shall have a nominal term 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 TNT Freight Services Wollongong operation, New South Wales.
- (b) The Enterprise for which this Agreement is made and the occupations to which it relates are those identified in subclause (a) of this Clause.

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. Causal Employees

- (a) The employer shall engage casual employees to the extent of one quarter of the number of permanent TWU members utilised; provided that the employer may employ one additional casual irrespective of the number of TWU permanent members utilised. The employer currently utilises 9 TWU members on a permanent basis.
- (b) In spite of subclause (a) of this Clause, the limitation on the utilisation of casual employees shall be exceeded in circumstances where a casual employee employed is utilised for the whole or part of a work day or shift in lieu of a permanent employee as a result of permanent employee being absent or on leave. In such circumstances Mr. M. Dadd whilst remaining an employee, shall be given first right of refusal to any such work in excess of 4 hours within the scope of his skills and abilities where practicable provided that Mr. M. Dadd is available. If Mr. M. Dadd is utilised in this capacity in addition to Mr. M. Dadd there shall be no more than 2 casuals utilised on a 4 hour minimum basis.
- (c) The minimum engagement and payment for a casual employee shall be four (4) hours.

7. 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 8 may be followed where appropriate.

7. 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 following, normal work must continue.
- (f) The employee may be represented by the Union.

8. 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 Wollongong 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 the Wollongong management.
- (iii) If the matter in dispute remains unresolved, the New South Wales of TNT Freight Services (or his nominee) shall meet the South Coast Sub Branch Secretary of the Union (or his nominee).
- (iv) If the matter still remains unresolved, the New South Wales State Manager of TNT Freight Services (or his nominee) and/or TNT Australia Pty Ltd Industrial Relations management shall meet the South Coast Sub Branch Secretary (or his nominee) and discuss the matter. At each discussion, other employer and Union representatives may be in attendance as required.

8. 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 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 Act.

9. 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 TNT Freight Services, a Division of TNT Australia Pty Limited and any outside supplier of labour utilised by TNT Freight Services.

10. 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.

11. **Union Membership**

The employer makes and the Union acknowledges the following statement of policy:

- (i) The legitimate role of the Union as the representative of employees is accepted and encouraged as is the exercise of the right of every individual to join the Union.
- (ii) It is the employers policy that fair treatment and equitable payment of employees does not rest on Union membership alone.

SIGNED for and on behalf of TNT Freight Services, a Division of TNT Australia Pty. Limited by R. Minkus Industrial Relations Manager, TNT Australia Pty. Limited.

Manager in the presence of:

R. Minkus
R. MINKUS

Witness
Solicitor, Sydney

Witness:

Name (Printed): C M ANDERSON

The Common Seal of TNT Australia Pty Limited was hereunto affixed in the presence of



[Signature]
SECRETARY

[Signature]
DIRECTOR

Date: 1 October 1993

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

S Hutchins
S. HUTCHINS



Witness:

Name (Printed):

[Signature]
John Allan

Date:

11/ Oct / 93