

ENTERPRISE AGREEMENT

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BRAMBLES INDUSTRIAL SERVICES - PORT KEMBLA

TWU - ENTERPRISE BARGAINING

1.0 TITLE

The Agreement shall be referred to as the Brambles Industrial Services - Transport Workers' Union - Port Kembla Agreement 1993.

2.0 ARRANGEMENT

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3.0 PARTIES BOUND

This Agreement shall be binding upon:

- a) Brambles Australia Limited trading as Brambles Industrial Services (Port Kembla) (hereinafter referred to as "the company").
- b) The Transport Workers' Union of Australia (New South Wales branch), its officers and members employed by the company.

4.0 APPLICATION AND INCIDENCE OF AGREEMENT

- a) The industry and callings covered by this Agreement are those generally referred to as transport.
- b) The general terms and conditions of employment of persons covered by the Agreement shall be those prescribed by the Transport Industry (State) Award.
- c) Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the provisions of the aforementioned awards.

5.0 DURATION OF AGREEMENT

This Agreement shall come into operation from the first full pay period after 11 November 1993 and shall operate for a period of one year.

6.0 MULTI-SKILLING

It is the intention at Brambles Industrial Services Port Kembla that all employees be given the opportunity to achieve their full potential and enrich their working life by acquiring a wide range of skills relevant to this branch.

- i) TWU employees will carry out work they may not normally perform and which may be covered by other unions who cover employees on site on a short-term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills. Non-TWU employees may carry out work normally performed by TWU members on a short term basis to satisfy customer requirements and/or overcome other short-term operational problems, provided they have the required skills.
- ii) Employees will have the ability, through company provided training, to develop and extend their skills without restriction due to union membership. Where availability and resources permit, employees shall be given the opportunity to spend time in other vehicles to train on them.

- iii) Employees would be paid their normal pay rate while filling a short-term vacancy, unless the position they are filling has a higher rate, in which case they will get that rate.

7.0 PAYMENT OF WAGES

Wages shall be paid weekly by means of Electronic Funds Transfer to an approved Financial Institution and account nominated by the employee.

8.0 APPOINTMENT, TRANSFER AND PROMOTION

- i) The initial criteria for appointment, transfer or promotion will be that of merit of the candidate. Such merit will be measured in terms of skills, qualifications and overall best fit for the position.
- ii) Where two candidates are considered of equal merit, then other relevant criteria would be considered.
- iii) If employees or potential employees are given a practical test in assessing their merit, then they may have a union representative observe this test if they wish.

9.0 DISPUTE AVOIDANCE PROCEDURE

The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

9.1 *Dispute Avoidance*

- i) Supervisors will have a monthly meeting with employees in their section to discuss any issues either side wishes to raise, to provide feedback on section performance and review quality initiatives.
- ii) Profit/Cost Centre Managers will have a quarterly meeting with their employees to discuss any issues. Profit Centre Managers to provide feedback on profit centre performance, future directions and other relevant issues.
- iii) The Area Manager will have half yearly meetings with all employees, either as a mass meeting or in separate work groups, to discuss any branch issues and provide feedback on branch performance and future branch issues.

- iv) These meetings will normally be held just before or just after a shift and all employees would be expected to attend and would be paid at single time for the first hour of the meeting and the applicable overtime rate for time in excess of one hour.
- v) Minutes would be kept of each meeting and posted on notice boards. Issues to be acted on would be followed up at the next meeting, if applicable.
- vi) Attendance and participation by union officials at any of these meetings would be at their discretion.

9.2 *Dispute Settlement*

- (i) Any dispute not avoided through the preceding procedures would be dealt with in the following manner:
 - (a) An individual employee with a grievance shall first raise the matter with his supervisor. The supervisor will make every effort to respond within 24 hours.
 - (b) In the event of an industrial dispute, the representative of the Union on the job and the relevant Supervisor shall attempt to resolve the matters in issue in the first place.
 - (c) In the event of failure to resolve the dispute at job level, the matter shall be the subject of discussions between an organiser of the Union and the relevant Manager.
 - (d) Should the dispute still remain unsolved, the Sub-branch Secretary of the Union or his representative will confer with the Area Manager.
 - (e) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Commission of New South Wales for resolution.
- (ii) In order to allow for the peaceful resolution of disputes the parties are committed to no stoppages of work, lock-outs, or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation set out herein are being followed.

9.3 *Understanding Procedure*

The Company and the Union will undertake a joint education process to ensure all employees understand the above procedures.

10.0 SKILLS CLASSIFICATION STRUCTURE

A committee with representatives from management and the TWU, FEDFA and MEWU will be formed with the purpose of developing a skills classification structure for this branch. This committee will conduct a skills analysis and develop a classification structure designed to provide a career path in the branch. Such a structure should encompass the philosophy of multi-skilling.

11.0 TRAINEESHIP

The development of traineeships is seen to be of value by all parties bound by this Agreement, and two types of traineeships would be introduced.

11.1 *Equipment Operator Trainee*

This would be a three year traineeship. Trainees would follow a structured training program involving both in-house and external training courses. At the end of the three years, the trainee would have skills in driving trucks and operating plant and would go into a permanent position, if any are available, where his skills can be most utilised.

11.2 *Management Trainee*

This would be a six year traineeship and these trainees would complete a Bachelor of Business Course part-time. These trainees would do all the same things as the Equipment Operator Trainee for the first three years, and would spend the final three in supervisory type roles. At the end of six years, the trainee would go into a supervisory position if any are available.

The trainees would be involved in all aspects of work in our Branch and would not be expected to be a union member during their traineeships.

The pay rate applicable would be as follows:-

Trainees employed under the terms and conditions of this clause receive weekly rates of pay calculated by using the prescribed percentages of the appropriate Award rate and further adjusting by multiplying by a factor of 0.75 in order to spread weekly payment over the duration of the traineeship as per the following table:-

At 20 years of age	90% of appropriate award rate x 0.75
At 19 years of age	80% of appropriate award rate x 0.75
At 18 years of age	75% of appropriate award rate x 0.75
At 17 years of age	70% of appropriate award rate x 0.75

12.0 HOURS OF WORK

Notwithstanding the spread of ordinary hours as expressed in Clause 8 - Transport Industry (State) Award, the employer and the employee may agree to alternative starting and/or finishing times for ordinary hours, outside of this spread. An individual agreement may be made between any employee and the company.

13.0 38 HOUR WEEK IMPLEMENTATION

Employees will only accumulate rostered days off where they are entitled to accumulate them under their present award.

14.0 CASUALS

Irrespective of hours worked, all casual employees employed after the 1 November 1993 shall be paid a minimum of four hours worked for each start.

Notation

- (a) As of November 1, 1993, all casual employees with over 12 months' continuous service shall be employed as permanent employees at that time.
- (b) All casual employees who have been regularly engaged with less than 12 months' service as at the 1 November 1993 will be guaranteed 8 hours for each start.

15.0 "HOT SEAT" CHANGE-OVERS

Employees will be required from time to time to affect "Hot Seat" change-overs so as to satisfy customer needs and the needs of the business.

In these cases, employees will usually be required to start work at the customer's premises.

The employees to be replaced will continue operating until their replacement is on-site, ready to take over.

The company will ensure appropriate permits, parking and amenities are available.

16.0 PERFORMANCE INDICATORS

- a) The parties are committed to the aims of Enterprise Bargaining and have agreed to have the Consultative Committee develop Performance Indicators on an ongoing basis in the following areas or such other areas as may be identified from time to time:-

Work Organisation

- * Employee training
- * Functions performed by work teams
- * Changeover times
- * Rounds per shift
- * Tonnes per shift
- * Downtime
- * Absenteeism
- * Safety performance
- * Disputations

Quality

- * Assessment of the cost of quality

Utilisation

- * Equipment utilisation

Related Indicators

- * Waste
- * A range of customer satisfaction measures
- * Internal assessment of employee satisfaction

Financial Performance

- * Revenue
- * Profit
- * Market performance
- * Labour cost per unit
- * Running costs per unit

17.0 EMPLOYEE COUNSELLING AND CORRECTIVE GUIDANCE

Preamble

The procedure is designed to encourage and improve good work practices, performance and individual conduct. The procedure will also prescribe steps for giving guidance and, in appropriate cases, taking disciplinary action.

Objectives

- (a) To encourage and improve good work practices, performances and individual conduct.
- (b) To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly, fairly and consistently.
- (c) To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- (d) To ensure that, other than in cases of serious misconduct, severe disciplinary action is taken only as a last resort, following appropriate counselling and after formal warnings have been given.

Responsibilities

- (a) This procedure is to be observed by Foremen, Supervisors and Managers at all levels. It is management's responsibility to make available and known to all employees as appropriate, the standard terms and conditions of their employment, and all rules and regulations relating to their work. Employees for their part are required to familiarise themselves with these documents and to comply with the prescribed Company rules and statutory regulations.
- (b) Infringement of rules will be dealt with on an individual basis, and where appropriate, mitigating circumstances will be taken into account.

Administration of Procedure

- (a) Apart from offences or misconduct incurring summary dismissal, (see Section 4) unsatisfactory attendance, work performance of a less serious nature should be dealt with in accordance with the following steps:-

Step 1 - Counselling (in Work Practices)

The immediate Supervisor, accompanied by the Manager should:

- (i) Discuss the problem with the employee and the Delegate.
- (ii) Advise the employee of the standards of performance, attendance or conduct, etc expected.
- (iii) Agree on specific action to be taken and set a date for review.

Should the same situation or problem recur within the 2 month period set for review, the procedure set out in step 2 below should then be followed:

Note: An agreed record of counselling between Management and the Delegate will be made of the record of interview with a copy retained by the Supervisor/Profit Centre Manager/Area Manager, Delegate and a copy to the employee's history file. The agreement signifies that what was said was actually written down and that the procedure was correctly applied.

(b) Step 2 - Follow up Counselling

- (i) Review previous situation.
- (ii) Indicate insufficient response to previous counselling and discuss reasons why.
- (iii) Indicate to the employee the consequences of continued lack of improvement.
- (iv) Discuss possible solutions to the problem.
- (v) Wherever possible, agree on action to be taken and set further date for review. Should the same situation again recur within a 3 month period set for this review the procedure in step 3 should be followed.
- (vi) A Union Delegate must be present at this step.

(c) Step 3 - Reprimand

If counselling is not successful the Supervisor should reprimand the employee. In so doing, he/she should:

- (i) Restate the offence.
- (ii) Restate the agreed corrective action.

- (iii) Indicate to the employee the action now being taken, i.e. a written reprimand will now be administered.
- (iv) Warn the employee that further repetition of the offence or failure to improve may result in a severe reprimand and final warning.
- (v) Record the reprimand on the Record of Interview sheet with a copy of the 'Record of Interview' to be given to the employee and the Delegate. This is to be an agreed record in accordance with the note contained in step 1 of this Procedure. Should there be further recurrence of the offence or conduct within the 4 month period set for review under this step, step 4 of this procedure should be followed.

Wherever it is necessary to administer a reprimand, the Supervisor/Profit Centre Manager/Area Manager concerned shall be accompanied by the Supervisor or Profit Centre Manager/Area Manager. If the employee concerned is a member of a union, arrangements shall be made to secure the attendance of the Union Delegate.

(d) Step 4 - Severe Reprimand and Final Warning

If the offence or conduct is repeated or continues, a severe reprimand and final warning will be necessary. Once again, the offence, or unsatisfactory conduct should be restated and the employee warned that failure to improve within a 6 month period will result in dismissal. Final warnings should be recorded as in step 3 (v) above. A Union Delegate will be present at this step.

(e) Step 5 - Dismissal

If counselling, reprimand and severe reprimand and the final warning have proved to be ineffective, there is no alternative but to dismiss the employee.

If the dismissal becomes necessary, the action should directly involve the Profit Centre Manager, the Area Manager and the Industrial Relations Manager shall be fully informed, and the following procedure will be observed:

- (f) Prior to actually dismissing any employee in these circumstances, the employee should initially be stood down on pay, whilst the matters giving rise to the possible dismissal are reviewed between the Profit Centre Manager and the Area Manager. In this review the Area Manager will satisfy himself/herself that all steps in the procedure have been faithfully followed and that the employee has absolutely failed to respond to earlier counselling and formal reprimands, and that dismissal is not only justifiable but also is necessary.

- (g) Having decided on dismissal, the employee should be invited into the privacy of an office and if a member of a Union, the attendance of the Union Delegate must be arranged.
- (h) Restate the offence or problem giving rise to the dismissal and restate the corrective action which was previously agreed upon.
- (i) Advise the employee that as he/she has failed to comply with previously agreed corrective action, dismissal has resulted as a consequence.
- (j) All terminations are to be enacted by the Profit Centre Manager, in combination with the Area Manager.
- (k) Submit the usual termination advice to the Paymaster stating the reason for dismissal.

Expiry of Probationary Periods

Should an employee respond satisfactorily to corrective guidance counselling, reprimands or final warning, and continue to display satisfactory conduct or performance over the period specified on the latest record of interview, this history will be disregarded so far as further discipline is concerned. If, after the lapse of time specified, the employee subsequently offends again, the procedure should be repeated from the first step, except where the offence is the same as a previous one in which case the procedure should commence at Step 3.

Summary Dismissal

- (a) If an employee is guilty of conduct or behaviour which warrant summary dismissal the Company shall not be required to either give notice or to make a payment in lieu thereof.

Without limiting the Company's rights in this regard, examples of an act or behaviour which warrants summary dismissal may be the commission of a criminal act against the Company, its employees, contractors or clients, refusal of duty or malingering, serious or wilful misconduct, conduct which places a contract in jeopardy, serious and wilful breaches of the Company's safety policy and/or the provisions of the Occupational Health and Safety legislation, fighting, the taking of alcohol or a prohibited substance while on duty, vandalism or theft.

- (b) If an employee becomes subject to the provisions of this clause, he/she is to be suspended on pay immediately. Upon suspension occurring, the Supervisor, Profit Centre Manager shall immediately contact the Area Manager who will conduct an inquiry with the Union Delegate. The Industrial Relations Manager will be informed of the situation. If the conduct or behaviour is confirmed to the Area Manager's satisfaction then the employee shall be terminated forthwith. However, if the matter is not resolved, it shall be referred back to the Disputes Settling Procedure. Payment will continue for no more than one week. At all times, facts will be used as the basis for settling the matter.

18.0 NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

19.0 NO EXTRA CLAIMS

The parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the processes identified in the Agreement.

Any wage adjustments defined in accordance with future National or State Wage Decisions which may be convened during the life of this Agreement will be absorbed into any increases paid or allowable under this Agreement.

20.0 RATES OF PAY

All employees covered by this Agreement will receive a 4½% increase on their current base hourly rate of pay.

Subject to agreement of both parties on all aspects of this document, then the Agreement will commence on the 11 November 1993.

An additional 1½% will be paid in 12 months from this date subject to setting up relevant performance indicators to measure productivity improvements and, through these, establishing such an increase would be cost neutral to the company.

Negotiations for another Enterprise Bargaining Agreement to take effect when this one lapses will commence in 9 months from the start of this Agreement. This Agreement would allow for a further increase consistent with the principles of Enterprise Bargaining.

The new applicable base rates are given in Appendix 1.

21.0 DURESS

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

22.0 REQUIREMENTS OF THE INDUSTRIAL RELATIONS ACT, 1991

In reference to the requirements of Section 122 of the Industrial Relations Act 1991 the following particular provisions of the Transport Industry (State) Award shall apply (except as otherwise provided for in this Agreement):

- Clause 8 - Hours of Employment.

- Clause 25 - Sick Leave, provided that in all circumstances permanent employees in their first year of service shall, having completed three months of service, be entitled to utilise their then yearly accrual for absences which occurred during the first three months of service subject to the usual requirements of establishing the need for such leave.

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