

ENTERPRISE AGREEMENT

NO: E.A. 210 /1994

DATE REGISTERED: 27-6-94

PRICE: \$ 22-00

TNT BREWERY SERVICES
(NEWCASTLE)
ENTERPRISE AGREEMENT

14 APRIL 1994

INDEX

| | <u>Clause No</u> | <u>Page No</u> |
|--|------------------|----------------|
| Agreement | | 1 |
| Recital | | 1 |
| <u>Operative Provisions</u> | | |
| Objectives | 1 | 1 |
| Title and Term | 2 | 1 |
| Area and Incidence | 3 | 1 |
| Duress | 4 | 2 |
| Conditions of Employment | 5 | 2 |
| Casual Employees | 6 | 2 |
| Sick Leave and Unauthorised Absences | 7 | 2 |
| Payments in the Nature of Sick Leave | 8 | 2 - 4 |
| Hours of Work | 9 | 4 |
| Flexible Meal Breaks | 10 | 5 |
| Payment by Electronic Funds Transfer | 11 | 5 |
| Wet Weather Gear and Uniforms | 12 | 5 |
| Incentive Payments | 13 | 5 |
| Consultative Committee - Continuous Improvement | 14 | 5 - 6 |
| Wage Increase - No Extra Claims | 15 | 6 - 7 |
| Procedures Relating to Grievances of Individual Employees | 16 | 7 |
| Procedures Relating to Disputes etc Between the Employer and the Employees | 17 | 7 - 8 |
| Definitions | 18 | 9 |
| No Precedent | 19 | 9 |
| Signatures | | 9 |

ENTERPRISE AGREEMENT dated the April 1994.

BETWEEN

(1) TNT BREWERY SERVICES, A DIVISIONS 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 occupations to which this Agreement applies.

The making of this Enterprise Agreement is consistent with the terms of the Agreement endorsed by the Union members at the TNT Brewery Services Newcastle operation on Friday 22 April 1994.

OPERATIVE PROVISIONS

CLAUSE 1 - OBJECTIVES

The employer shall pay to all employees a 6% wage increase in return for the objectives of this Agreement being fully met on a lasting and continuing basis. The objectives of this Agreement are to improve the efficiency and reduce the labour cost of operating the depot and are detailed in Clauses 6 to 17 (inclusive) of this Agreement.

CLAUSE 2 - TITLE AND TERM

- (a) This Agreement shall be known as the TNT Brewery Services (Newcastle) Enterprise Agreement.
- (b) This Agreement shall operate from the date of registration and shall have a nominal term of twelve (12) months.

CLAUSE 3 - AREA AND INCIDENCE

This Agreement shall apply to the employer and persons employed by the employer:

- (a) in the relevant occupations within the scope of the Award; and
- (b) at TNT Brewery Services Tooheys Depot located in Cardiff, Newcastle.

CLAUSE 4 - DURESS

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

CLAUSE 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 shall prevail.
- (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.

CLAUSE 6 - CASUAL EMPLOYEES

The employer may engage casual employees as operationally required and the minimum engagement and payment for a casual employee shall be four (4) hours.

CLAUSE 7 - SICK LEAVE AND UNAUTHORISED ABSENCES

- (a) Sick leave and unauthorised absences shall be reduced significantly per employee per annum.
- (b) Where an employee reduces sick leave and unauthorised absences (proof of which shall be that the employee has sufficient sick leave to forfeit accrued sick leave under Clause 8 (i) of this Agreement) the employee will be entitled to a bonus for such achievement. The amount of the bonus will be equivalent to the value of any sick leave the employee elects to forfeit under Clause 8 (i), and shall be paid at a time nominated by the employee but prior to each employee's anniversary date of employment for each calendar year.

In any event the employer shall advise each employee what bonus is available to each employee the week prior to the week in which Christmas Day falls.

CLAUSE 8 - SICK LEAVE

- (a) "Year" shall mean a period of twelve months measured for each employee from the date of commencement of the current period of employment.
- (b) An employee, other than a casual employee, who is absent from work by reason of personal illness or injury not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

CLAUSE 8 - SICK LEAVE - continued

- (i) The employee shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), before the employee's ordinary starting time on the first day of absence, and in any event within twenty four hours, inform the employer of the inability to attend for duty and, as far as practicable, state the nature of the illness and the estimated duration of the absence.
- (ii) The employee shall furnish to the employer such evidence as the employer may reasonably desire that the employee was unable, by reason of such illness or injury, to attend for duty on the day for which sick leave is claimed.
- (iii) Except as hereinafter provided, the employee shall not be entitled in any year (as defined) to leave in excess of one week of ordinary time.

Provided that:

- (1) If employment continues with the one employer after the first year, the employee's sick leave entitlement shall increase to a maximum of eight days of ordinary working time at which figure it shall remain for each subsequent year of continued employment.
 - (2) If the employment of an employee who has become entitled to leave in accordance with proviso (1) above is terminated for any reason, the employee shall not be entitled, in that year, to leave in excess of one week of ordinary working time.
- (c) For the purpose of administering paragraph (iii), of subclause (b) an employer, within one month of this Agreement coming into operation or within two weeks of the employee entering employment, may require an employee to make a statutory declaration or other written statement as to what paid leave of absence the employee has had from any employer during the then current year and upon such statement the employer shall be entitled to rely and to act.
 - (d) The rights under this Clause shall accumulate from year to year, so long as employment continues with the one employer, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by that employer, subject to the conditions prescribed by this Clause, in a subsequent year of continued employment.
 - (e) If an Award holiday occurs during an employee's absence on sick leave then such Award holiday shall not be counted as sick leave.
 - (f) Service before the date of coming into force of this Clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (iii) of subclause (b) of this Clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
 - (g) Accumulated sick leave to the credit of an employee at the commencement of this Agreement shall not be affected nor reduced by the operation of this Clause.

CLAUSE 8 - SICK LEAVE - continued

- (h) Where an employee is sick or injured on the week day the employee is to take off in accordance with the provisions of Parts (A) and (B) of paragraph (d) of subclause (i), Day Work, of Clause 8, Hours of Employment, of the Award, the employee shall not be entitled to sick pay nor will sick pay entitlement be reduced as a result of the sickness or injury on that day.
- (i) In spite of the provisions contained in this Clause, an employee with more than 10 days of sick leave accrued may elect to forfeit up to and including 8 days of that leave. Once the employee has made such an election then the days forfeited shall no longer be accrued as sick leave.
- (j)
 - (i) Subject to paragraph (iii) herein, if subclause (i) of this Clause or Clause 7 (c) is made void, illegal and/or unenforceable for any reason, then subclauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Clause shall cease to apply at the same time and on the same date that subclause (i) and Clause 7 (c) is made void, illegal and/or unenforceable.
 - (ii) Subject to paragraph (iii) herein, if paragraph (i) of this subclause applies then subclauses (a), (b), (c), (d), (e), (f), (g) and (h) of this Clause shall cease to apply and Clause 25 of the Award shall apply to the extent that it shall only apply to sick leave accrued from the date subclauses (a), (b), (c), (d), (e), (f), (g) and (h) cease to apply.
 - (iii) If paragraphs (i) and (ii) apply, the employer shall provide a liability for any employee who previously had an accumulation for sick leave in accordance with Clause 8 of this Agreement equivalent to and in the nature of sick leave accumulated and not paid out up until the time and the date subclauses (a), (b), (c), (d), (e), (f), (g) and (h) ceased to apply.

CLAUSE 9 - HOURS OF WORK

- (a) Subject to the exemption hereafter contained, the ordinary hours of work shall not exceed 8 hours per day (exclusive of meal breaks) on any day Monday to Friday between the hours of 6.30 am and 6.00 pm.
- (b)
 - (i) The start and finish of ordinary hours of work for any number of employees may be varied on any day by up to 30 minutes to suit any specific operational requirement, provided notice to the employee effected of such variation is provided prior to the expiry of the previous days work or with 24 hours notice.
 - (ii) In circumstances where ordinary hours are varied in accordance with paragraph (i) of this subclause, any regular overtime earned by employees on the day in question shall not be reduced as a result of the varying of such ordinary hours.

CLAUSE 10 - FLEXIBLE MEAL BREAKS

Meal breaks shall be taken no later than 6 hours after the start of the ordinary hours and shall be staggered where necessary to finish the loading of vehicles or to prevent a truck from waiting. The start and finish of the meal break for an employee may vary day to day to meet the operational requirements of the business.

CLAUSE 11 - PAYMENT BY ELECTRONIC FUNDS TRANSFER (EFT)

All employees wages shall be paid weekly by EFT.

CLAUSE 12 - WET WEATHER GEAR AND UNIFORMS

The employer shall provide wet weather gear and uniforms to employees and shall replace such on a fair wear and tear basis only.

CLAUSE 13 - INCENTIVE PAYMENTS

During the life of this Agreement the Consultative Committee shall aim to have formulated a system of incentive payments for employees.

CLAUSE 14 - CONSULTATIVE COMMITTEE - CONTINUOUS IMPROVEMENT

- (a) A process of monitoring and continuously improving productivity, service levels and efficiency on a cost effective basis shall be established at the terminal comprising of a workplace consultative committee of site management and site employees. The site employees shall be duly nominated to the consultative committee by the majority of employees at each site.
- (b) The discussion process shall be generally in accordance with the following:
 - (i) Discussions shall be initiated at the terminal level amongst representatives on the committee.
 - (ii) Terminal and vehicle fleet discussions shall be held on a monthly or as required basis and shall be scheduled to minimise any disruption to the operation.
 - (iii) Notes of discussions shall be kept by the parties.

CLAUSE 14 - CONSULTATIVE COMMITTEE - CONTINUOUS IMPROVEMENT
continued

- (iv) Discussions shall identify the changes necessary at the terminal or to the vehicle fleet to achieve the objectives set out and how those changes are to be implemented. The agenda of these discussions shall not be limited and can address all aspects of the work performed and how work is performed.
- (c) Consistent with the Enterprise Bargaining Framework Agreement between TNT Australia Pty Ltd and the Transport Workers' Union of Australia New South Wales Branch, the Committee may also function so as to assist in designing labour cost structures on an as required basis that assist the site in winning additional business for a specific contract or contracts.
- (d) The operation of this Committee and this Agreement shall function so as to not hinder the obtaining and maintenance of site accreditation under Australian Standard 3902 or other relevant Australian Standards if required.

CLAUSE 15 - WAGE INCREASE - NO EXTRA CLAIMS

- (a) (i) Subject to subclause (b) of this Clause, a 6% wage increase shall be payable to each employee who works in accordance with this Agreement from the date on which this Agreement is registered.
- (ii) (1) An ongoing review by the Committee shall commence the day this Agreement is registered.
- (2) The review process shall entail regular monitoring of performance criteria for each objective and where objectives are not being satisfactorily met representatives of the Committee shall use their best endeavours to rectify the situation.
- (3) Where there is disagreement between the employer and employee representatives of the Continuous Improvement Committee, the process as detailed in subclause (b) of this Clause, shall apply.
- (b) (i) If the objectives of this Agreement are not met, the employer shall advise TWU representatives of the Committee and the Committee shall meet expeditiously to find a means to ensure the objectives of this Agreement are achieved as initially intended in a cost effective and satisfactory manner.
- (ii) Any disagreement regarding this issue shall be progressed in accordance with the steps detailed in Clause 17, subclause (b), paragraphs (ii), (iii), (iv) and (v) of this Agreement.
- (c) Where rates of pay in the Award are increased as a result of a "safety net" or a like increase in accordance with a State Wage Case Decision then the 6% wage increase in this Agreement shall be reduced by an equal and corresponding amount provided that nothing shall allow the rates to be reduced below the rate in the Award.
- (d) The Union and its members shall make no extra claims for the nominal life of this Agreement (12 months).

CLAUSE 15 - WAGE INCREASE - NO EXTRA CLAIMS - continued

- (e) The 6% wage increase referred to in this Agreement shall be equivalent to 6% of \$414.70. The granting of the 6% wage increase as referred to herein shall make the ordinary weekly rate of pay \$ 439.58.

CLAUSE 16- 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 18 may be followed where appropriate.
- (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 representative onsite at the initial discussion.

CLAUSE 17 - PROCEDURES RELATING TO DISPUTES ETC BETWEEN THE EMPLOYER AND THE 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 a terminal operations supervisor and/or other terminal management shall immediately confer and shall attempt to resolve the matter without delay.

**CLAUSE 17 - PROCEDURES RELATING TO DISPUTES ETC BETWEEN
THE EMPLOYER AND THE EMPLOYEES - continued**

- (ii) If no agreement is reached, a Union organiser shall discuss the matter in dispute with the Depot Manager (or his nominee).
- (iii) If the matter in dispute remains unresolved, the Depot Manager (or his nominee) shall meet a more Senior Officer of the Union (or his nominee).
- (iv) If the matter still remains unresolved, the Depot Manager (or his nominee) and/or an Industrial Relations representative for the Company shall meet the Secretary of Union (or his nominee) and discuss the matter. At each discussion, other employer and Union representatives may be in attendance as required.
- (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 appeal rights under the Industrial Relations Act 1991. Where yard meetings are held, the employer and/or employer representatives shall be given the opportunity to address the yard and propose solutions to any matter in dispute.

CLAUSE 18 - DEFINITIONS

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

"Committee" means the Committee referred to in Clause 16 of this Agreement.

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

"Employer" means TNT Brewery Services, a Division of TNT Australia Pty Limited.

CLAUSE 20 - 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 with the employer or other employers.

SIGNED for and on behalf of TNT Brewery Services, a Division of TNT Australia Pty Limited by R Minkus, Industrial Relations Manager TNT Australia Pty Limited in the presence of:

R Minkus
R MINKUS

Witness:
Name (Printed) *John T. Ashcroft*
Solicitor.

Date: 9 May 1994

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

S Hutchins
S HUTCHINS

Witness:
Name (Printed): *R.E. Gavin JP.*
R.E. GAVIN
JUSTICE OF THE PEACE.

Date: *19th* May 1994.

