

ENTERPRISE AGREEMENT

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TNT KOMATSU FORKLIFTS WETHERILL PARK BRANCH

ENTERPRISE BARGAINING AGREEMENT 1993

1. TITLE

This Agreement shall be referred to as the TNT, Komatsu Forklifts Wetherill Park Branch Enterprise Bargaining Agreement 1993.

2. ARRANGEMENT

This Agreement is arranged as follows:

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3. APPLICATION AND INCIDENCE OF AGREEMENT

This Agreement shall apply to all employees of TNT Komatsu Forklifts at the Wetherill Park Branch who are bound by the Terms of the Metal and Engineering Industry (NSW) Interim Award as amended from time to time.

4. PARTIES BOUND

This Agreement shall be binding on:-

- a) TNT Komatsu Forklifts Wetherill Park Branch.
- b) All employees who are engaged in any of the occupations specified in the Metals and Engineering Industry (NSW) Interim Award - Section 1 at the Wetherill Park Branch whether they are members of the following Organisations of employees or not.
 - i) Metals and Engineering Workers Union -
New South Wales branch
 - ii) Australasian Society of Engineers, N.S.W. Branch

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after date of registration and shall remain in force for a period of 1 year.

The Agreement shall be subject to continuous monitoring and review periods of no longer than two (2) weeks to ensure that expected performance improvement actually occurs. In

5: DATE AND PERIOD OF OPERATION (Cont.)

particular, adverse movements in the productive performance measures will be a primary trigger for the review procedure.

Accordingly, in the event that performance fails to match expectations, or subsequently deteriorates, the following steps will be taken.

- i) The Implementation Committee will investigate and determine the potential cause(s) for shortfall in performance.
- ii) Where causes are determined then a plan for corrective action will be developed and implemented in order to regain the appropriate performance against the performance measures.
- iii) Where the Implementation Committee is unable to determine potential cause(s) then union delegates shall be informed. Every effort shall be made to identify and rectify the potential cause(s).

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Metals and Engineering Industry (NSW) Interim Award, as amended from time to time, provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

7. SINGLE BARGAINING UNIT

For the purpose of negotiating this Enterprise Agreement a single bargaining unit has been established.

It is defined by the business unit know as the Wetherill Park Branch of TNT KOMATSU FORKLIFTS. It is a separate business unit from all other Branches/Sub-Branches of TNT KOMATSU FORKLIFTS.

An Implementation Committee representing each employee organisation within the business unit and management, has been formed for the purpose of preparing and implementing an Enterprise Agreement.

7. **SINGLE BARGAINING UNIT (Cont.)**

Organisations represented are:-

- TNT Komatsu Forklifts (2 members)
- Metals and Engineering Workers Union
(1 member)
- Australasian Society of Engineers, N.S.W. Branch
(1 member)

A representative of TNT Komatsu Forklifts will be the chair person of this Committee. The Chairperson shall have no casting vote rights.

This Committee has an ongoing role to foster consultation and co-operation as well as the goals of Productivity, Efficiency and Flexibility.

8. **MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY
EFFICIENCY AND FLEXIBILITY**

Measures designed to achieve real and demonstrable gains in Productivity, Efficiency and Flexibility, have been implemented and are set out in ANNEXURE A to this Agreement.

9. **NATIONAL STANDARDS**

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in National Standards such as standard hours of work, annual leave or long service leave.

10. INDIVIDUAL GRIEVANCE PROCEDURE - AND AVOIDANCE
OF INDUSTRIAL DISPUTES PROCEDURES

(A) 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 the Procedures Relating to Disputes, etc. Between the Employer and the Employees may be followed where appropriate.
- c) Reasonable time limits must be allowed for discussion at each level of authority, but are not to exceed seven working days.
- 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.

**(A) PROCEDURES RELATING TO GRIEVANCES OF
INDIVIDUAL EMPLOYEES (Cont.)**

- e) While the procedure is being followed, normal work must continue without bans, limitations or stoppages.
- f) The employee may be represented by the Union.

**(B) PROCEDURES RELATING TO DISPUTES, ETC.
BETWEEN THE EMPLOYER AND EMPLOYEES**

a) INTENTION

The employees, the Union and the employer undertake to take all necessary steps to ensure that delegates, 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 supervisor 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 Service Manager.
- (iii) If the matter in dispute remains unresolved, the Branch Manager (or his nominee) shall meet the organiser of the Union (or his nominee).
- (iv) If the matter still remains unresolved the National Service Manager (or his nominee) and/or an Industrial Relations representative for the Company shall meet the State 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.
- (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 N.S.W. Industrial Relations Commission for Determination.

c) **RIGHT TO REFER TO THE COMMISSION**

The above steps shall not preclude reference of a dispute to the N.S.W. Industrial Relations Commission at any stage of this procedure if a party believes it necessary. In these circumstances, the N.S.W. Industrial Relations Commission shall retain it's discretion to refer the parties back to a continuation of this procedure where the N.S.W. 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 without limitation on duties and all parties agree to use their best endeavours to that continuation.

e) **PRESERVATION OF RIGHTS**

The ultimate terms of settlement of the dispute shall not be effected 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 or limitation of duties.

f) **PROCEDURES AND OBLIGATIONS**

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

11. WAGE INCREASES

- a) The wage increases set out below shall be payable from the beginning of the first full pay period to commence on or after date of registration.

WAGE CLASSIFICATION

		<u>WAGE INCREASE</u>
C1	Professional Engineer Professional Scientist	4.5%
C2 (b)	Principal Technical Officer	4.5%
C2 (a)	Leading Technical Officer Principal Engineering Supervisor/ Trainer/Co-ordinator	4.5%
C3	Engineering Associate-Level II	4.5%
C4	Engineering Associate-Level I	4.5%
C5	Engineering Technician-Level V Advanced Engineering Tradesperson - Level I	4.5%
C6	Engineering Technician-Level IV Advanced Engineering Tradesperson-Level I	4.5%
C7	Engineering Technician-Level III Engineering Tradesperson Special Class-Level II	4.5%
C8	Engineering Technician-Level II Engineering Tradesperson Special Class-Level I	4.5%
C9	Engineering Technician Engineering Tradesperson-Level II	4.5%
C10	Engineering Tradesperson-Level I Production System Employee	4.5%
C11	Engineering/Production Employee-Level IV	4.5%
C12	Engineering/Production Employee-Level III	4.5%
C13	Engineering/Production Employee-Level II	4.5%
C14	Engineering/Production Employee-Level I	4.5%

11. WAGE INCREASES (Cont.)

- b) The wage increases prescribed in sub clause (a) hereof shall be applied to the Company Base Rate of Pay Only. The rates as increased by this Agreement shall constitute the Company Base Rate of Pay in respect to employees covered by the relevant Award.
- c) The Company Base Rate of Pay is comprised of -
 - A) Award Wage
 - B) Company Margin
 - C) Tool Allowance

which applied at the 1st August 1993.

d) In accordance with the terms of the MARCH 1992 State Wage Case decision there shall be no further wage increases for the life of this Agreement, provided that any increases resulting from a State wage case decision, may be offset against the increase contained in this Agreement as appropriate.

12. 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.

13. DURESS

The parties acknowledge and declare that this Agreement was not entered into under duress.

ANNEXURE A

MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY
EFFICIENCY AND FLEXIBILITY

1. AGREED MEASURES TO IMPROVE PRODUCTIVITY

The parties have given a commitment to the following measures to improve productivity and agree to abide by the Company Terms and Conditions of employment (SW7/93) as amended from time to time, and will co-operate and assist in the formulation and implementation of Quality Assurance Standards.

THE PARTIES AGREE TO:

- * undertake training as part of the implementation of a Quality Assurance Programme.
- * Accept responsibility for the quality of their own work and to inspect their work for compliance with quality specifications prior to its leaving the employee's work station.
- * timely and accurate completion of relevant documentation.
- * keep quality procedures under continuous review and propose improvements to those procedures as necessary.

ANNEXURE A

a) PREVENTATIVE MAINTENANCE SERVICES

Following extensive evaluation of the range of Preventative Maintenance Services which the Company provides, it has been established and agreed to that a reduction in the time allowed for a serviceman to undertake a service in the field can be achieved without jeopardizing the quality of the work done.

This reduction in service time represents 0.25 hours for all Standard Preventative Maintenance Services and by way of example would reduce the service time on a 2.5 tonne I/C Forklift Truck from 1.5 hours to 1.25 hours. The travel time allowance of 0.5 hours would still apply.

A schedule of hours to carry out the full range of PM Services will be published and distributed by the Service Manager for immediate implementation and all times allowed will reflect a reduction of 0.25 hours for each service.

As previously mentioned the high standard of the work undertaken in carrying out all services must be maintained in order for this measure to be a real productivity gain.

ANNEXURE A

EXAMPLES OF STANDARD FULL RATE PM SERVICE HOURS ("B" SERVICE)
AND PROPOSED REDUCED HOURS

TYPE	STANDARD FULL RATE HOURS	PROPOSED REDUCED HOURS
1000-4500 KG (Internal Combustion) (Counterbalance)	1.50	1.25
5000-8000 KG (Internal Combustion) (Counterbalance)	1.75	1.50
9000-12000 KG (Internal Combustion) (Counterbalance)	2.50	2.25
1000-4500 KG (Battery Electric) (Counterbalance and Reach)	1.50	1.25
Pedestrian Battery Electric	1.00	0.75
High Rack Stackers and Order Pickers (Battery Electric)	3.50	3.25

b) **REWORK OR REPAIRS AND SERVICING**

During the financial year 1991/92 rework costs totalled \$13,015-00 which included 254 hours of labour costs. There is therefore potential for productivity gains in the area of minimising repair work and services that have to be redone due to poor workmanship, unclear instructions or lack of job skills.

ANNEXURE A

The Implementation Committee will develop an effective range of performance targets designed to reduce the incidence of rework by at least 50% in the first year.

The performance targets would be prominently displayed in the form of a NOTICE BOARD showing performance targets and performance achievements.

c) **ABSENTEEISM**

It is acknowledged that any reduction in absenteeism from the work place is an area where direct productivity gains can be achieved. This is particularly relevant in area of sick leave where historical records show an average of 6.5 days per person per year have been taken.

The Implementation Committee will develop an effective range of measures designed to focus attention on, and monitor, sick leave taken throughout the enterprise with a view to achieving an overall reduction of 50% in the first year. Measures would include but not be limited to the prominent displaying of targeted sick leave hours and actual sick leave hours taken, on a Notice Board.

ANNEXURE A

d) LOST TIME INJURIES, WORKERS COMPENSATION

Work related injuries have historically been a significant contributor to the amount of lost productive time at the enterprise due in the main to unwise lifting practices when handling heavy components of forklift equipment.

The Implementation Committee will develop an effective range of measures designed to foster safe work practices in the handling of heavy items of equipment components. These measures may include, but not be limited to:

- Safety lectures and training in safety matters
- Safety posters and visual signs
- Individual counselling in safety matters
- Lost time monitoring by the prominent displaying of lost time injury hours on a Notice Board.
- Analysis of work practices

The Implementation Committee will also establish lost time objectives for the enterprise that reflect local industry best practice benchmarks and these objectives shall constitute an integral part of the productivity improvement programme.

ANNEXURE A

2. STRUCTURAL EFFICIENCY

It has been agreed by the parties that in the drive for improved efficiency within the enterprise, analysis work needs to be undertaken in the area of employers skills needed.

As a consequence of this agreement a programme of Skills Needs Analysis has been developed by T.A.F.E., using the criteria as defined in the National Metal and Engineering Training Board Competency Standards, which will:

- identify skills needed by the enterprise to carry out the business
- Audit and analyse the current level of employee skills
- categorise employees against the classifications of the new Metal and Engineering Industry (NSW) Award
- identify skill shortages and further training needs of individuals.

The acquisition of the necessary skills in the areas of identified deficiencies would form an important part of an action plan compiled in conjunction with the Skills Needs Analysis Programme.

ANNEXURE A

3. FLEXIBILITY

It is agreed that in order to plan the conduct of our business so as to best meet the needs of our customer base it is essential that fully rostered annual leave and RDO entitlements are established for both Field Service and Workshop employees.

Such rosters will take into account the seasonal fluctuations of customer's businesses, our own internal requirements for stocktaking etc., and the personal requirements of employees.

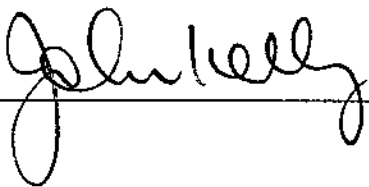
TNT KOMATSU FORKLIFTS WETHERILL PARK BRANCH

ENTERPRISE BARGAINING AGREEMENT 1993

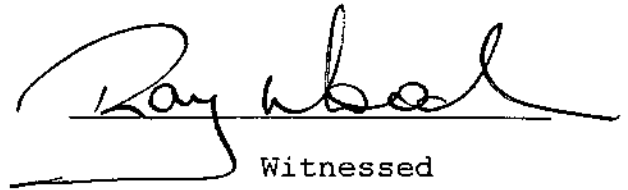
Signed on behalf of Management of

TNT MATERIALS HANDLING PTY. LIMITED
TNT KOMATSU FORKLIFTS DIVISION
WETHERILL PARK BRANCH

on Wednesday, 25th August, 1993.



MR. JOHN KELLY
NATIONAL SERVICE MANAGER



Witnessed

Signed on behalf of Employees of

TNT MATERIALS HANDLING PTY. LIMITED
TNT KOMATSU FORKLIFTS DIVISION
WETHERILL PARK BRANCH



MR. DAVID GOODGER
STATE SECRETARY
METALS AND ENGINEERING
WORKERS UNION - N.S.W. BRANCH



Witnessed



MR. COLIN BOSWORTH
STATE SECRETARY
AUSTRALASIAN SOCIETY OF ENGINEERS
N.S.W. BRANCH



Witnessed