

**ENTERPRISE AGREEMENT**

**NO: E.A.** 41 /1994

**DATE REGISTERED:** 16-2-94

**PRICE:** \$ 12.00

**H. BRIGHTWELL & SONS PTY LTD  
TRANSPORT ENTERPRISE AGREEMENT**

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**2. Parties to the Agreement**

This Enterprise Agreement is made pursuant to the provisions of Chapter 2 of Part 3 of Division 2 - Enterprise Agreements, of the Industrial Relations Act 1991. The Enterprise Agreement (The Agreement) shall have an effective operative date of .....1993 and shall be binding on H. Brightwell & Sons Pty Ltd (The Company) of 7 - 19 Coulson Street, Erskineville. 2043, the Transport Workers Union of Australia New South Wales Branch (the Union) and the employees of the Company in the occupation of Transport Worker.

**3. Title of Agreement**

This Enterprise Agreement shall be known as the H. Brightwell & Sons Pty Ltd Transport Enterprise Agreement.

#### **4. Duress**

The parties to the Agreement state that this Agreement was not entered into under duress by any party to the Agreement.

#### **5. Employment Conditions**

The general terms and conditions of the Transport Industry (state) Award, excepting where specific conditions are contained in this Agreement, shall apply to all employees party to this Agreement.

#### **6. Grievance and Dispute Procedure**

i) subject to the Industrial Relations Act 1991 any dispute or grievance shall be dealt with in the following manner:

a) In the event of an industrial dispute, the representative of the Union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place;

b) In the event of failure to resolve the dispute at the job level the matter shall be subject of discussions between the organiser of the Union and the Transport Manager.

c) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.

d) 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) All work shall continue normally while these negotiations are taking place.

#### **7. Rates of Pay**

i) The rates of pay will be the rates of pay as contained in the Award plus 3.0% increase upon registration of the Agreement.

ii) A further 3.0% increase in the rates of pay will operate from the first pay period to commence on or after the 1 May 1994.

#### **8. Payment of Wages**

Wages for permanent employees will be paid directly into the employees bank account (E.F.T.).

## **9. Uniforms**

Employees will be responsible for the laundering of their uniforms at no additional cost to the employer.

## **10. Training**

All new employees will receive a forty-five minute induction course in paid time. The objective of training should be:

To reduce manual handling injuries by an approach that emphasises safe manual handling techniques and to make employees familiar with and able to apply the recommended methods applicable.

## **11. Rostered Days Off**

Up to forty - eight (48) hours of accrued rostered days off may be taken by the employees in the following manner with a reasonably short amount of notice:

a) A minimum of two (2) hours up to a maximum of three (3) hours per day may be taken as rostered time off prior to the completion of a shift. This allows rostered time off to be taken at a time when there is a down turn in operations.

b) The remaining forty - eight (48) hours are to be accumulated or taken in accordance with Clause 8 of the Transport Industry (state) Award.

## **12. Disciplinary Procedure**

Parties agree to a four (4) step disciplinary procedure in respect to work performance. The steps are as follows.

1. Verbal Warning
2. Recorded Interview
3. Final Warning
4. Consideration of dismissal

The disciplinary procedure is to be attached to this Agreement as Appendix A.

## **13. Retirement Policy**

a The company will not direct staff to retire because of their age

b Retirement will be by:

i) agreement between the employee and the Company

or

ii) the employee no longer being physically or intellectually capable of performing their work.

- c The usual counselling and disciplinary procedures apply
- d Where the company has concerns over an employees physical or intellectual capacity in terms of work performance, the Company may direct the employee to attend a medical examination.
- e All employees should be made aware of their rights under the Anti-Discrimination Act.

**14. Declaration**

The parties to this Enterprise Agreement are fully aware of the content and effect of the Agreement. The parties declare that this agreement;

- a) Is not contrary to the public interest
- b) Is not unfair, harsh or unconscionable
- c) Reflect the interest and desires of the parties.

**15. Duration**

The duration of this Agreement will be twelve (12) months from the date of registration of the agreement, with provision to commence new negotiations no later than one (1) month prior to the end of it's term.

For and on behalf of  
H. Brightwell & Sons Pty Ltd

*H. Brightwell*



Before

*[Signature]*  
Witness

Date:

26/12/93

For and on behalf of  
Transport Workers Union of  
Australia NSW Branch

*[Signature]*



Before

*[Signature]*  
Witness

Date:

13 December 1993.

**APPENDIX A**  
**THE 4 STEP DISCIPLINE PROCEDURE**  
**WITHOUT PREJUDICE**

Step 1	Verbal Warning
Step 2	Recorded Interview
Step 3	Final Warning
Step 4	Consideration of Dismissal

**Step 1 Verbal Warning**

Issued to employee by supervisor "on the job". Record of conversation should at least be entered in supervisors diary, no witness necessary. Employee is advised that a recorded of interview may be necessary if no improvement occurs.

**Step 2 Recorded Interview.**

Failure to respond to verbal counselling/warning renders a recorded interview necessary in the opinion of the supervisor. The employees delegate shall attend to support the supervisors written account of interview. The employee may, or may not, sign the interview report. There may also be agreement to not enter an official counselling report.

The employee's and/or delegate/s remarks should be recorded. The supervisor and Society witness should sign the completed form to be filed on employee's personnel file.

Delegates to receive a copy of diary and interview notes for the individual concerned. Recorded interviews remain on the file for a reasonable period less than 12 months.

**Step 3 Final Warning**

Failure to respond to the recorded warning of Step 2 level leads to further recorded interview following same format. In this case however the employee is clearly warned that failure to respond will render him/her liable to dismissal. This of course is a serious level and must not be entered into without clear authorisation. The completed record of interview is filed.

A copy of this record of interview should be forwarded to the appropriate Manager with a covering note setting out circumstances. The final Warning applies for 12 months.

#### Step 4 Consideration of Dismissal

If the employee fails to respond to the final warning of Step 3, above, a final recorded interview is held following previously discussed format. The circumstances and the offence should be read to the employee and comments recorded, of both parties. No specific prediction or outcome should be made, the employee should be advised that the management will review, the matter and advise the employee of the outcome in writing. The Union Official and State Secretary should receive the same in writing.

Notes: The situation should be reviewed with the interested manager at this stage and advice from that appropriate manager obtained and taken into account. If dismissal is to be proceeded with, the employee is to be advised by letter with the terms outlined by the appropriate manager.