

ENTERPRISE AGREEMENT

NO: E.A. 479 /1994

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"WITHOUT PREJUDICE"

CLEANAWAY MORTDALE WORKSHOP EMPLOYEES

PROPOSAL FOR A 12 MONTH ENTERPRISE AGREEMENT

25/07/94

1.0 TITLE

This Agreement shall be referred to as the Cleanaway Mortdale Workshop Employees Agreement 1994.

2.0 ARRANGEMENT

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3.0 PARTIES BOUND

This Agreement shall be binding upon:

- a) Brambles Australia Limited in respect of its Cleanaway Division (Mortdale-Depot) (hereinafter referred to as the Company).
- b) The Automotive, Food, Metals and Engineering Union (AFMEU) its officers and members employed by the Company.

4.0 INTENTION

- a) The purpose of this Agreement is to regulate partially the terms and conditions of employment of Cleanaway, Mortdale Workshop Employees previously regulated by the Metals and Engineering (NSW) Interim Award subsequently known as the Award. Where this agreement is silent the conditions of the above Award continue to apply.
- b) It is the intention of the parties to use a co-operative approach in any matter arising and to be committed to the terms of Clause 10.

5.0 APPLICATION AND INCIDENCE

- a) The industry and callings covered by this Agreement are those generally referred to as mechanical repairs.
- b) The general terms and conditions of employment of persons covered by this Agreement shall be those prescribed by the Metal and Engineering Industry (NSW) Interim Award.

Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the terms of that Award.

6.0 DURATION OF AGREEMENT

This Agreement shall come into operation from the date of registration and shall operate for a period of one year.

7.0 DURESS

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

8.0 MATTERS AGREED

a) CONSULTATIVE PROCESS

A Consultative Committee shall be established to review on-going work-practice improvements, as well as future arrangements in regard to hours of work, salary/wages, overtime and other similar items.

Further, the Equipment Manager, Workshop Employee Delegate and Customer Service Manager shall meet fortnightly to review the method of organising work in the Workshop in order to improve the efficient servicing of trucks while maintaining customer service.

Subject to demonstrated commitment to the consultative process and the successful implementation of the matters agreed the wage rates set out in sub-clause 9(a) shall be increased as provided for in that clause, six months from the commencement of the Agreement.

b) FLEXIBILITY OF HOURS OF WORK.

- (i) Notwithstanding the spread of ordinary hours as expressed in Clause 13 of the 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 without duress to either party.
- (ii) RDO's may be accumulated and taken by agreement according to the Award Provision.
- (iii) Training outside of normal hours to be at single time rate.

c) OCCUPATIONAL HEALTH AND SAFETY

The Company and the Employees work towards improvement of Occupational Health and Safety in all aspects of Workshop Operations.

The Workshop Employee Delegate, or his nominated representative, shall accompany the Equipment Manager on Safety Audits at least once per month.

Training on OH & S shall be made available to the Workshop Employee Delegate, or his nominated representative.

d) TRAINING

The Company and the Employees agree that on-going training is a continuing part of the job, both up-skilling and multi-skilling. This training will need to be:-

- an accredited course
- appropriate to the work currently being performed in the Workshop
- The type of training required to be considered by the employees, the employer, and taking into account Industry recommendations.
- The Company are to establish the particular training courses to suit the above requirements, and to prepare an annual training program.

e) JOB SECURITY

The Company, for the duration of this Enterprise Agreement and while the Workshop remains at the present address, 20 Hearne Street, Mortdale will continue to offer job security to the Workshop Employees, with the following exceptions:-

- Any Employee whose performance has been the subject of an on-going review and whose performance continues to be inadequate, or an employee guilty of serious misconduct, dishonesty, or refusal to obey a reasonable and lawful directive is not offered continuing job security.
- An Employee engaged on the basis of a trial period in which to prove their abilities is not offered job security during the trial period.
- An Employee who does not adhere to the Company's procedures and policies in relation to Occupational Health and Safety, Quality Assurance, Harassment, Victimisation, and Discrimination is not offered continuing job security.
- "Should the Company decide to relocate it will ensure:-
 - preference of employment for employees covered by this EBA at the time of relocation;
 - adequate notice is given to employees of the proposed change; and
- should any redundancy situations arise, the parties will meet to negotiate an appropriate package which will not be less than the Company's usual standard.

f) DISCIPLINARY PROCEDURE

i) General

- The disciplinary procedure is directed toward correcting and/or improving an employee's conduct on occasions when that conduct is contrary to Company policy and requirements.
- The disciplinary procedure, in the majority of situations, shall be used to assist an employee understand Company policy and requirements.
- The Company disciplinary procedure consists of three levels:-
 - Counselling, formal and informal;
 - Warning, formal and final;
 - Dismissal.
- This procedure applies to all employees.
- The levels of discipline may or may not be administered in a sequential manner depending upon the situation.
- Throughout the application of the disciplinary procedure an employee will be provided with the opportunity to present their own view of the situation and reasons for their conduct.

An employees Union Delegate may be present at any point in the procedure, at the request of the employee.

If the Union Delegate is present the record of employee counselling/warning will note the delegates presence.

- The circumstances surrounding an employee's actions and the seriousness of those actions will determine which level of the disciplinary procedure is appropriate.
- When an employee disagrees with a formal counselling or formal warning, a request to review the disciplinary action may be made by the employee to the next level of line management through the immediate Supervisor. In the case of final warning, the request of review may be made to the Branch Manager through the Equipment Manager.

- A written record of the application of all levels of the disciplinary procedure (except informal counselling) will be made and placed on an employee's personal file with a copy to be made available to the employee at time of the procedure.
- The disciplinary procedure will normally be conducted by the immediate Supervisor, involving the Equipment Manager once the warning level is reached and the Branch Manager or nominee during the issue of any final warning. It is the responsibility of the immediate Supervisor to ensure facts are correctly presented and accurate.

ii) **Counselling**

- *Informal*

This step should be most frequently used to outline relevant Company policy and requirements and correct employee misinterpretation.

Continued informal counselling for the same or similar conduct by the employee may lead to formal counselling. The need to progress to formal counselling will be established by the Supervisor and will include consideration of the nature of the employee conduct, the frequency of informal counselling and the employee's response to previous informal counselling.

- *Formal*

This step requires a detailed discussion of an employee's inappropriate conduct, and how the conduct is contrary to relevant Company policy and requirements, any underlying reasons for the conduct and a participative commitment to correct and/or improve the area of concern.

The procedure involves discussion of the following matters with the employee:

- What is required of the employee;
- Where and how the employee's conduct does not comply with relevant Company policy and requirements;

- What is to be done by the employee to meet Company policy and requirements and appropriate steps which may assist the employee;
- The likely results of failure to meet Company policy and requirements; and
- A date to review the employee's conduct, where appropriate.

Formal counselling should be clearly seen and understood to have an assistance and educational function within the disciplinary procedure.

Where consensus cannot be reached the Supervisor will refer the matter for discussion to the next level in line management.

iii) Warning

- *Formal*

Where an employee continues with inappropriate conduct after the formal counselling level, or engages in misconduct of a minor nature, the Supervisor should investigate the matter and establish the reason, issue a formal warning and advise the employee that it will be recorded on their personal file.

This procedure involves clearly indicating to the employee, in the presence of the Union Delegate the following:-

- What is required of the employee;
- Where and how the employee's conduct does not comply with relevant Company policy and requirements;
- What is to be done by the employee to meet Company rules and requirements and appropriate steps which may assist the employee;
- The likely results of failure to meet Company policy and requirements;
- A date to review the employee's conduct, where appropriate;
- The duration for which this warning will remain effective to be six months.

- *Final*

Where an employee fails to meet Company policy and requirements after formal warning or engages in misconduct of a more serious nature, the Supervisor should issue a final warning.

A final warning will be issued when the specific conduct complained of persists and after the employee having received counselling both formal and informal and a written warning in accordance with earlier stages of this procedure.

Final warning is the last step before an employee is dismissed and is accompanied by a written advice to the employee.

The procedure for a final warning involves a review of the relevant disciplinary procedure to date or the misconduct and the offer to the employee of the opportunity to provide an explanation. This step should involve the Equipment Manager or nominee and the Union Delegate and will include a written advice of final warning to the employee.

At this time the following points are to be stressed to the employee:

- Details of the problem and what specific conduct is required of an employee to meet Company policy and requirements; and
- That failure to meet Company policy and requirements could lead to dismissal;
- The written advice of final warning issued to the employee will contain the following information:-
- A statement that the letter is written advice of final warning;
- Identification of the inappropriate conduct by the employee with reference to relevant Company policy and requirements;
- A detailed chronological summary of relevant disciplinary procedure to date;
- The specific change required in the employee's conduct;

- A statement that failure to achieve the specific change could lead to dismissal;
- A date for review of the employee's conduct, where appropriate;
- The duration for which a final warning will remain effective will be 12 months.

iv) **Dismissal**

- Where an employee fails to meet the requirements clearly identified in the written advice of final warning or engages in serious misconduct, the Supervisor should seek dismissal of the employee. Dismissal may take the form of dismissal with notice or it may be summary dismissal.
- Prior to seeking dismissal, the Supervisor will conduct a full investigation to ascertain and record the facts in each situation and review the relevant disciplinary procedure conducted to date. If dismissal is sought after this process, the Supervisor will involve the Branch Manager and Union Delegate, provide the employee with the opportunity to respond to the Supervisor's written statement on the reason for dismissal depending on the nature of the misconduct.
- The purpose of the review is to ensure the factual basis of such action and the fair treatment of the employees.
- Upon dismissal, the employees will be given written advice of the reason for dismissal, the nature of the dismissal either summary or with due notice and the employee's avenues of recourse through their union or government instrumentalities.

v) **Opportunity to Respond**

At all stages of the disciplinary procedure an employee will be given an opportunity to explain their conduct or to respond to allegations made against them.

Employees subject to disciplinary action will be given a detailed account of any allegations made against them in order that they can so respond.

vi) Level of Discipline

- The levels of discipline outlined in the disciplinary procedure may be or may not be administered in a sequential manner depending upon the situation.
- The level of discipline appropriate in any particular situation will depend upon a number of factors including the seriousness of the conduct concerned, the circumstances in which such conduct occurs and any counselling/warnings which are currently effective and relevant.
- The number of factors involved in each case make it impossible to generalise about which level of the disciplinary procedure is appropriate for any given situation. The following sub-clause, however, contains some general guidelines which may help to illustrate how the disciplinary procedure should be applied.
- These guidelines are for the assistance of employees and should not be taken to limit the instances or manner in which the disciplinary procedure may be administered. The examples provided are not exhaustive and should not be taken to be exhaustive.

vii) Guidelines for the Application of the Disciplinary Procedure

The following areas of conduct may be addressed through either informal counselling, formal counselling or formal warning depending upon the circumstances of each particular situation.

(A) *Counselling*

- Repeatedly leaving workplace without permission;
- Absenteeism;
- Failure to use specified operating procedure for equipment;
- Skylarking;
- Alcohol or Drug abuse;
- Racial Discrimination;
- Sexual Harassment or Misconduct;
- Deliberate breach of Safety Regulations.

(B) *Final Warning*

- A threat of malicious harm to a person or person's property;
- Skylarking (which presents a serious risk to personal safety);
- Failure to report known unsafe conditions which present a serious hazard or risk;
- Continued breach of know Safety Regulations;
- Racial Discrimination or incitement to racial discrimination;
- Sexual Harassment or Misconduct;
- Alcohol or Drug Abuse on the job;
- Unauthorised absence from the premises during working hours.

(C) *Dismissal*

- Proven theft of Company or other employee's property;
- Sabotage or vandalism;
- Gross acts of refusal of normal duty;
- Fighting including malicious grappling and wrestling etc
- Deliberately damaging Company property or other employees' property;
- Falsifying Doctor's Certificates;
- Alcohol or Drug Abuse on the job;
- Assault
- Continued deliberate breach of known Safety Regulations; and/or
- Sexual Harassment or Misconduct.

viii) Guidelines in the Administration of the Disciplinary Procedure

Whilst the effectiveness of any disciplinary procedure involves many factors, the following key points are highlighted as being particularly important:

- Responsibility for the administration of the disciplinary procedure belongs with an employee's immediate Supervisor.
- Administration of the disciplinary procedure depends upon Supervisor's clear understanding of Company policies and requirements and informing employees of these policies and requirements.
- The disciplinary procedure should be applied:-
 - promptly with minimum delay
 - consistently, regardless of who is involved
 - objectively, that is focus upon the conduct concerned not the person involved.
- Written records are crucial and should be made at the time, regarding any disciplinary action.
- Normal working relationships with the employee should be re-established once the disciplinary procedure is complete.

g) CASUAL LABOUR

The Union recognises the right of the Company to supplement permanent labour from time to time with casual labour, in order to meet peak work loads or absenteeism arising from Annual Leave, Long Service Leave, Sick Leave, Workers Compensation, Jury Duty, Bereavement Leave, Training, RDO's, Leave Without Pay, or any other absence.

The Company undertake to consult with the Employees prior to the employment of casual labour.

9.0 WAGE RATES

- a) During the life of this Agreement the following weekly rates of pay shall apply:-

CLASSIFICATION	FROM COMMENCEMENT OF AGREEMENT	6 MONTHS FROM COMMENCEMENT OF AGREEMENT SUBJECT TO CLAUSE 8 (A)
TRADESPERSON	\$550.00	\$560.00
STARTING RATE FOR TRADESPERSON	\$523.00	\$532.50
BIN REPAIRER/WASHER	\$443.60	\$451.80

- b) The rate of pay in a) above is inclusive of:-
- Any special rate payable under Clause 8 of the Award
 - Tool Allowance
 - Existing Overaward payment
 - Any other allowances previously payable, except for
 - Meal Money
 - Leading Hand Allowance
 - Wash-up time of 0.25 hours at single time rates per day worked.
- c) Shift Allowances and overtime payments shall be in accordance with the Award.

10.0 SETTLEMENT OF DISPUTES

a) 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 services and wages.

Dispute Avoidance

- (i) The Supervisor will have a monthly meeting with employees to discuss any issues either side wishes to raise, to provide feedback on section performance and review quality initiatives.
- (ii) The Equipment Manager will have a quarterly meeting with employees to discuss any issues, and to provide feedback on profit centre performance, future directions and other relevant issues.
- (iii) 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.
- (iv) Minutes would be kept of each meeting and posted on noticeboards. Issues to be acted on would be followed up at the next meeting, if applicable.
- (v) Attendance and participation by union officials at any of these meetings would be at their discretion.

b) DISPUTE SETTLEMENT

Any dispute not avoided through the preceding procedures would be dealt with in the following manner:-

- i) 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.
- ii) 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.

- iii) In the event of no agreement being reached at this stage, the dispute may be referred by either party to the Industrial Commission of New South Wales for resolution.

- c) 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.

11.0 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 operation of Brambles Australia Limited.

12.0 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 this Agreement.

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

13.0 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 Metals and Engineering (NSW) Interim Award shall apply (except as otherwise provided for in this Agreement):

- Clause 13 - Hours of Employment
- Clause 24 - Sick Leave

Ken Bratten

FOR BRAMBLES AUSTRALIA LIMITED

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FOR THE AUTOMOTIVE, ~~IRON~~, METALS, AND ENGINEERING UNION

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