

ENTERPRISE AGREEMENT

NO: E.A. 270 /1995

DATE REGISTERED: 4-8-95

PRICE: \$ 28.00

TNT KOMATSU FORKLIFTS NEWCASTLE BRANCH

ENTERPRISE BARGAINING AGREEMENT 1994

1. TITLE

*This Agreement shall be referred to as the TNT Komatsu Forklifts Newcastle Branch Enterprise Bargaining Agreement 1994.*

2. ARRANGEMENT

*This Agreement is arranged as follows:*

	Clause No.
<i>Title</i>	1
<i>Arrangement</i>	2
<i>Application</i>	3
<i>Parties Bound</i>	4
<i>Date and Period of Operation</i>	5
<i>Relationship to Parent Award</i>	6
<i>Single Bargaining Unit</i>	7
<i>Measures to Achieve Gains in productivity, efficiency and flexibility</i>	8
<i>National Standards</i>	9
<i>Individual Grievance Procedure</i>	10
<i>Avoidance of Industrial Disputes Procedures</i>	10
<i>Wage Increases</i>	11
<i>Precedent</i>	12
<i>Duress</i>	13
<i>Agreement Signatures</i>	(Page) 14

### 3. APPLICATION AND INCIDENCE OF AWARD

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

### 4. PARTIES BOUND

This agreement shall be binding on:-

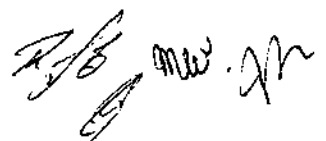
- a) TNT Materials Handling Pty Limited, TNT Komatsu Forklifts Newcastle Branch.
- b) All employees who are engaged in any of the occupations specified in the Metals and Engineering Industry (NSW) Interim Award - Section 1 at the Newcastle Branch whether they are members of the following Organisation of employees or not.
  - i) The AWU-FIME Amalgamated Union New South Wales Branch
  - ii) Automotive, Food, Metals & Engineering Union New South Wales Branch.

### 5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the date of registration and 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 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.

Handwritten signature in black ink, appearing to be 'R/S' followed by a flourish and 'M.W. J.M.'

- 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, and Metal Engineering Industry Remuneration (State) 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 an Enterprise Agreement a single bargaining unit has been established.

It is defined by the business unit known as the Newcastle 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.

*R/S*  
*MW.*  
*JM*

Organisations represented are:-

- TNT Komatsu Forklifts (2 members) -
- The AWU - FIME Amalgamated Union New South Wales Branch (1 member)
- Automotive, Food, Metals & Engineering Union New South Wales 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.

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A large stylized signature, possibly "MUR".  
Below it, the initials "MUR" and "gn" are written.

- 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 should not exceed seven working days in total.*
- 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 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 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 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 its 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

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

b) The wage increase prescribed in sub clause (a) hereof shall be applied to the Company base Rate of Pay only. The rate as increased by this agreement shall constitute company based 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 - \$30.97
- C) Tool Allowance - \$ 9.00

which applied as at the 1st July 1994.

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 any duress.

*[Handwritten signatures and initials]*  
 B.S.  
 M.W.  
 J.C.

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 (N10 / 94) 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.*

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 and workshop can be achieved without jeopardising 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. Travel time will still apply.*

ANNEXURE A Cont.

*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 that 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.*

- \* Any time involving Public Relations will be shown on Daily Time Sheets as "Public Relations" but must be discussed with Service Supervisor prior to any Public Relations being carried out.*

**b) REWORK ON REPAIRS AND SERVICING**

*There is therefore potential for productivity gains in the area of minimising repair work and services that have to be re-done due to poor workmanship, unclear instructions or lack of job skills.*

*The Implementation Committee will discuss any rework and 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 a higher than acceptable level per person per year have been taken.*

ANNEXURE A Cont.

*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.*

*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 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.*

*e) SERVICE / TRAINING MEETING*

*As a means of improving internal communication and product knowledge monthly service / training meetings shall be held at the branch to discuss service related matters and carry out technical training.*

ANNEXURE A Cont.

*The duration of this meeting would be one hour. Employees would attend this meeting and be paid half an hour at single time rates.*

*f) FLEXIBLE WORKING HOURS*

*As a means of better servicing our customer needs, it is agreed that each employee shall on a rostered basis work flexible start finish times. These times will be within the working hours of 7.00 am to 5.30 pm ie start 7.00 am finish 3.30 pm start 9.00am finish 5.30 pm. Employees will be advised 1 month in advance of roster changes.*

*g) 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.*

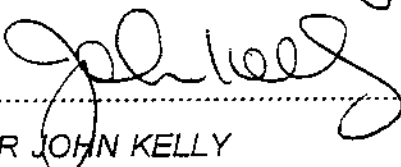
*Such rosters will take into account the seasonal fluctuations of customer's businesses, our own internal requirements for stocktaking etc., and the personal requirements of employees.*

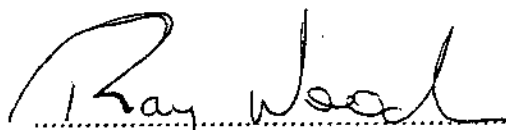
ANNEXURE A Cont.

TNT KOMATSU FORKLIFTS NEWCASTLE BRANCH  
 ENTERPRISE BARGAINING AGREEMENT 1994

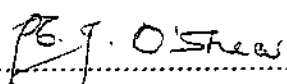
Signed on behalf of Management of  
 TNT MATERIALS HANDLING PTY. LIMITED  
 TNT KOMATSU FORKLIFTS DIVISION  
 NEWCASTLE BRANCH

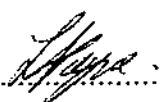
on 16th February 1995

  
 MR JOHN KELLY  
 NATIONAL SERVICE MANAGER

  
 Witnessed


Signed on behalf of Employees of  
 TNT MATERIALS HANDLING PTY. LIMITED  
 TNT KOMATSU FORKLIFTS DIVISION  
 NEWCASTLE BRANCH

  
 MR MICHEAL O'SHEA

  
 Witnessed

STATE SECRETARY AWU - FIME  
 THE AWU-FIME AMALGAMATED UNION  
 NEW SOUTH WALES BRANCH: *P.G.*

  
 MR DAVID GOODGER

  
 Witnessed

STATE SECRETARY AFMEU  
 AUTOMOTIVE, FOOD, METALS AND ENGINEERING UNION  
 New South Wales Branch. *AWU*