

ENTERPRISE AGREEMENT

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TNT FLEET MANAGEMENT ST. PETERS SERVICE CENTRE

ENTERPRISE BARGAINING AGREEMENT 1994

1. TITLE

This Agreement shall be referred to as the TNT Fleet Management St. Peters Service Centre Enterprise Bargaining Agreement 1994.

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 Fleet Management at St. Peters Service Centre who are bound by the Terms of the Metal and Engineering Industry (NSW) Interim Award, and Metal and Engineering Industry Remuneration (State) Award as amended from time to time.

4. PARTIES BOUND

This Agreement shall be binding on:-

- a) TNT Australia Pty. Ltd. - TNT Fleet Management St. Peters Service Centre.
- 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 St. Peters Service Centre whether they are members of the following Organisation of employees or not.
 - i) AWU - FIME Amalgamated Union - New South Wales Branch

5. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from 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

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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, and Metal and 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 this Enterprise Agreement a single bargaining unit has been established.

It is defined by the business unit know as the St. Peters Service Centre of TNT FLEET MANAGEMENT. It is a separate business unit from all other Branches/Sub-Branched of TNT FLEET MANAGEMENT.

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.

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7. SINGLE BARGAINING UNIT (Cont.)

Organisations represented are:-

- TNT Fleet Management (2 members)
- AWU - FIME Amalgamated Union New South Wales Branch (2 members)

A representative of TNT Fleet Management 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.

Handwritten initials/signature

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	6.0%
C2 (b)	Principal Technical Officer	6.0%
C2 (a)	Leading Technical Officer Principal Engineering Supervisor/ Trainer/Co-ordinator	6.0%
C3	Engineering Associate-Level II	6.0%
C4	Engineering Associate-Level I	6.0%
C5	Engineering Technician-Level V Advanced Engineering Tradesperson - Level I	6.0%
C6	Engineering Technician-Level IV Advanced Engineering Tradesperson-Level I	6.0%
C7	Engineering Technician-Level III Engineering Tradesperson Special Class-Level II	6.0%
C8	Engineering Technician-Level II Engineering Tradesperson Special Class-Level I	6.0%
C9	Engineering Technician Engineering Tradesperson-Level II	6.0%
C10	Engineering Tradesperson-Level I Production System Employee	6.0%
C11	Engineering/Production Employee-Level IV	6.0%
C12	Engineering/Production Employee-Level III	6.0%
C13	Engineering/Production Employee-Level II	6.0%
C14	Engineering/Production Employee-Level I	6.0%

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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 \$20-35
- C) Tool Allowance \$9-00

which applied at the 12th December 1994.

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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.

14. STATEMENT

Annexure B outlines undertaking to negotiate a further Enterprise Bargaining Agreement.

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 operate and assist in the use and maintenance of Quality Assurance Standards.

THE PARTIES AGREE TO:

- * undertake training as part of the use and maintenance 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) ROSTERED DAYS OFF (RDO's)

The implementation of an RDO system which allows for up to 2 accrued RDO's only to be taken in a calendar year, with the remainder of accrued RDO's, up to a maximum of ten days in that calendar year being paid out at single time rates will improve productivity.

One week's notice is required to be given on the taking of the 2 accrued RDO's. These can be taken as individual full days or as a block of 2 full days. The granting of requested RDO's, by management, will be on the basis of maintaining suitable manning levels.

Any accrued RDO balance that an employee has at the end of the calendar year will be paid out to the employee at single time rates, at the first pay period after the 1st December each year.

Employees who take no RDO's or less than 2 RDO's during the calendar year will have the full accrual outstanding paid out, at single time rates, at the first pay period after 1st December each year.

RDO accruals will not be able to be carried over to the next calendar year.

ANNEXURE A

AUTHORISATION OF CONSUMABLE STOCK

All trades persons will take additional responsibilities to sign out of Parts Department for Consumable stock listed below.

1. NUTS
2. BOLTS
3. WASHER
4. ELECTRICAL CONNECTORS
5. BRASS FITTING
6. LENSES
7. LAMPS
8. SILASTIC
9. ELECTRICAL WIRE
10. CHAIN
11. FUSES
12. SELF TAPPING SCREWS
13. GREASE NIPPLES
14. GLOBES
15. SPLIT PINS
16. DRILL BITS
17. CABLE TIES
18. RIVETS

This improves productivity by self regulation, taking away from supervisory staff the responsibility of signing for all consumable stock, as is the current practice.

ANNEXURE A

It must be noted that if wastage increases, negotiations at the next EBA meetings will need to be compensated for that wastage factor, i.e. EBA negotiations for 4%, wastage factor 1%, negotiations would be held for a total of 5% reflecting back to first EBA.

The Service Centres Supervisor's Report will include a section relating to wastage sighted around the Service Centre and will be recorded on this form weekly.

This will be reviewed by the EBA Committee at their regular bi-weekly meeting.

TOOLS AREA

The tool area is to be separated from the Parts Department to enhance productivity.

Responsibility for the tools to be cleaned, serviced and secured from damage or theft by returning to the tool area is required by all personnel of the Service Centre.

Security of the tool area is also a major consideration and is equally the responsibility of all Service Centre personnel to ensure unauthorised persons do not enter this area.

Review of the tool situation will be recorded on the Supervisor's Weekly Service Centre Report which will be reviewed by the EBA Committee at their regular bi-weekly meeting.

ANNEXURE A

2. FLEXIBILITY

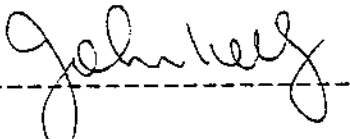
It is agreed that in order to plan the conduct of our business so as to best meet the needs of our customer base it is essential that fully rostered annual leave and RDO entitlements are established for employees.

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

ANNEXURE B

STATEMENT

The Management of TNT Fleet Management, St. Peters Service Centre, undertake to enter into discussions with their employees, covered by the Metal and Engineering Industry (N.S.W.) Interim Award, upon the signing of the current 6% Enterprise Bargaining Agreement, to negotiate a further 4% Enterprise Bargaining Agreement. This Agreement to be finalised in June 1995, providing that at that time the productivity gains identified in the current 6% Enterprise Bargaining Agreement are on target to being achieved.



JOHN KELLY
NATIONAL SERVICE MANAGER
TNT FLEET MANAGEMENT

21/12/1994

DATE

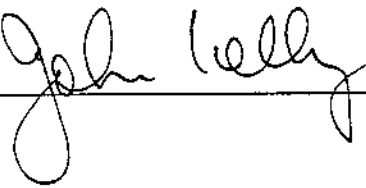
TNT FLEET MANAGEMENT ST. PETERS SERVICE CENTRE

ENTERPRISE BARGAINING AGREEMENT 1994

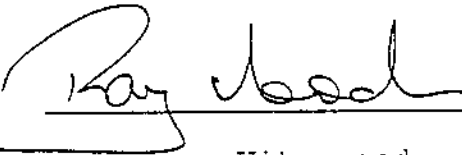
Signed on behalf of Management of

TNT FLEET MANAGEMENT
ST. PETERS SERVICE CENTRE

on 21/12/1994



MR. JOHN KELLY
NATIONAL SERVICE MANAGER



Witnessed

Signed on behalf of Employees of

TNT FLEET MANAGEMENT
ST. PETERS SERVICE CENTRE



RUSS COLLISON

STATE SECRETARY
AWU-FIME AMALGAMATED UNION N.S.W.



Witnessed

New South Wales Branch

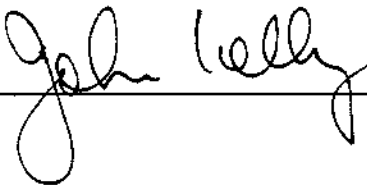
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TNT FLEET MANAGEMENT ST. PETERS SERVICE CENTRE
ENTERPRISE BARGAINING AGREEMENT 1994

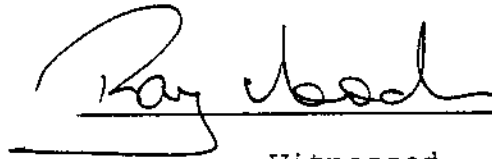
Signed on behalf of Management of

TNT FLEET MANAGEMENT
ST. PETERS SERVICE CENTRE

on 21/12/1994



MR. JOHN KELLY
NATIONAL SERVICE MANAGER



Witnessed

Signed on behalf of Employees of

TNT FLEET MANAGEMENT
ST. PETERS SERVICE CENTRE



RUSS COLLISON

STATE SECRETARY
AWU-FIME AMALGAMATED UNION N.S.W.



Witnessed

TNT FLEET MANAGEMENT ST. PETERS SERVICE CENTRE

ENTERPRISE BARGAINING AGREEMENT 1994

Signed on behalf of Management of

TNT FLEET MANAGEMENT
ST PETERS SERVICE CENTRE

on 19/4/95

Robert Minkus
MR ROBERT MINKUS

Anderson JP
Witnessed