

ENTERPRISE AGREEMENT

NO: E.A. 15-0 /1996

DATE REGISTERED: 4-1-96

PRICE: \$ 28-00

## 1. TITLE

This Agreement shall be referred to as the Brambles Forklifts Sydney Agreement 1995.

## 2. ARRANGEMENT

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## 3. PARTIES BOUND

This Agreement shall be binding upon Brambles Australia Limited trading as Brambles Forklift (the Company) and employees of the Company engaged at 767 The Horsley Drive, Smithfield, NSW.

## 4. APPLICATION AND INCIDENCE OF AGREEMENT

- (a) The industry and callings covered by this Agreement are those set out in sub-clause 6.1(a) of this Agreement.
- (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.

(c) Provided that the terms of this Agreement shall apply to the extent of any inconsistency with the Award referred to in sub-clause (b). In reference to the particular 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.

## 5. DURATION OF AGREEMENT

This Agreement shall come into operation from the date of registration and shall operate for a period of 12 months.

## 6. TERMS OF AGREEMENT

- 6.1 Classifications and Wage Rates
- 6.2 Annual Leave
- 6.3 Sick Leave
- 6.4 Flexible Working Arrangements
- 6.5 Allowance for after hours roster for Emergency Work
- 6.6 Training
- 6.7 Workplace Health & Safety
- 6.8 Productivity & Efficiency Improvements
- 6.9 Performance Indicators
- 6.10 National Standards
- 6.11 Not to be used as Precedent

### 6.1 Classifications and Wage Rates

(a) The following weekly wage rates shall apply from the date of registration of this agreement :-

Classification	\$
Mechanics	592.80
Transport/Mechanic	587.60
Painter/Storeperson/Safety Officer	587.60

- (b) The weekly rate is inclusive of amounts previously applicable for annual leave loading, attendance allowance, job allowance, tool allowance and special rates.

(Provided that a review of wages shall take place in the first week of April 1996 and further increase may be available at that time subject to the provisions of sub-clause 6.9).

- (c) The only allowances payable in addition to the weekly rate are:
  - (i) a flat payment of \$12.00 per week for maintenance and cleanliness of vehicles. This allowance is not paid when the required standard is not met.
  - (ii) A repair allowance of 10% of customer repair invoiced price to be paid quarterly and shared amongst employees provided that apprentices shall only receive one half of a full share.
- (d) Overtime shall be paid at one and a half-times the hourly rate (ie weekly rate divided by 38) for all work performed after hours.

Overtime for call outs will be paid from the time a mechanic leaves home to the time the mechanic returns home.

A call out fee of \$60.00 will be paid for call outs, regardless of length of time on the job.

## 6.2 Annual Leave

- (i) Annual Leave is to be taken in one, two or three separate periods by agreement between the employee and employer.

- (ii) The minimum amount of leave in any one period shall be one week except in exceptional circumstances where the minimum period shall be one day.
- (iii) The minimum notice period for annual leave is to be two weeks except in the case of exceptional circumstances.

### **6.3 Sick Leave**

- (i) Employees must produce a doctors certificate if absent for more than two days and notify the employer no later than the start of work on the first day of absence due to illness and if in possession of a doctors certificate advise the Company of the approximate period likely to be absent.
- (ii) A maximum period of 8 days sick leave in any one year shall be available provided that under mitigating circumstances, excess sick leave will be at no pay.

### **6.4 Flexible working arrangements**

#### **(a) Standard ordinary hours of work**

All employees, other than those who are working staggered hours by arrangement with the Company in accordance with Clause 6.4(b), will start and finish work as follows:

- **Workshop Employees** will start at the branch at 7:30 am and finish at the Branch at 4:00 pm, Monday to Friday.
- **Van Mechanics** - unless otherwise directed, will start at the customer's site at 7:30 am and finish at the Customer's site at 4:00 pm - Monday to Friday. All travelling time to and from the customer's site to be in the van mechanics own time and to a maximum travelling time of 30 minutes. Travelling time over this period will be paid at normal overtime rates to a maximum of 30 minutes.

**(b) Staggered Hours**

Individual employees start and finish times will be as agreed between the employee and the Company. These ordinary hours can be worked continuously, except for meal breaks and rest pauses, between 6:00 am and 6:00 pm.

**(c) Rest Pause (Smoko)**

One twenty (20) minute rest pause commencing at 9:30 am

**(d) Lunch Break**

The thirty (30) minutes rest pause commencing at 12:00 noon.

**(e) Wash Up Time**

Wash up time of five (5) minutes will be allowed at finish time, all other times wash up will be in employees own time.

**(f) Overtime**

To be worked as required based on specific work requirements as determined by management.

**(g) Rostered Days Off (RDO's)**

The current RDO practice will be maintained ie employees work forty hours per week and receive one RDO per Month.

**However, the following flexibility will be allowed**

(i) Individual employees can elect to forgo their RDO's in return for two hours paid overtime per week at time and a half. Once an employee elects to take this option he must adhere to it for the duration of the Agreement.

- (ii) Individual employees can change to the arrangement prescribed in Clause 6.4(g)(i) at any time during the duration of the agreement.
- (iii) If at any time, during the duration of the Agreement, 65% or more of employees elect the arrangement prescribed in Clause 6.4(g)(i) this will become the standard practice for all employees for the balance of the Agreement.
- (iv) New employees will be employed under Clause 6.4(g)(i).

**6.5 Allowance for after hours roster for emergency work**

- (a) **Roster Duration** - seven (7) days from 7:30 am Monday to 7:30 am the following Monday.
- (b) **Number Of Mechanics Rostered On At Any One Time** - two (2) for the full seven (7) days duration of the roster.
- (c) **Communication** - each mechanic on the roster will be supplied with a mobile phone which he is to carry on his person at all times.
- (d) **Vehicle** - A Workshop mechanic rostered on for After Hours Emergency Work will be paid a single allowance of \$50.00 per seven (7) day roster duration, regardless of emergency call outs.
- (f) **Overtime** - each mechanic rostered on for After Hours Emergency Work will be paid overtime all at time and a half, in addition to the allowance, set out in sub-clause (d) for all work performed during an After Hours Emergency Call. Overtime will be paid from the time a mechanic leaves home to the time a mechanic returns home, provided the travelling time is reasonable and the mechanic takes the shortest route both directions.

- (g) **Minimum Overtime Payment** - a minimum of two hours overtime at time and one half will be paid per emergency call. In the advent of a second or subsequent call out, a minimum of two hours overtime at time and a half will be paid for the second and subsequent emergency call outs, provided it is not rework or a related fault.
- (h) **Sickness while on After Hours Emergency Roster** - If a mechanic rostered on for After Hours Emergency Work, falls sick or cannot perform his duties, due to unforeseen circumstances, his roster will be taken over by another mechanic, for the period of such unavailability. In these circumstances, the single weekly allowance will be paid pro-rate to both mechanics.

#### 6.6 Training

- (a) The parties are committed to developing a more flexible and better skilled workforce. The aim of the training will be to meet the needs of a service organisation.
- (b) All employees shall participate in structured training provided by the Company.
- (c) All employees will be actively encouraged to participate in Post Trade Courses to gain additional qualifications, skills and knowledge and to reap the benefits of higher wages for additional qualifications, skills and knowledge.
- (d) Payment for after hours training will be made as follows:

Monday to Friday:-	Overtime at time and a half
Saturday and Sunday:-	Overtime at double time

No payment will be made to employees where the training involves additional monetary benefits to them through increased skill levels.



**6.7 Workplace Health and Safety**

The parties to this agreement are committed to continuous improvement of our Workplace Health and Safety Management Systems and recognise:-

- (a) That all employees have a duty to comply with the NSW Workplace Health and Safety Act 1989 and Australian Standards and Codes of Practice applicable to the industry.
- (b) That all employees are to comply with all instructions given by the employer or the customer for their own health or safety or for the health or safety of other persons.
- (c) That all employees are to perform all work and associated functions in a manner which will not endanger the health and safety of themselves or any other person.
- (d) That all employees take corrective action to eliminate hazards within the workplace and to report those hazards which the employee himself cannot correct.
- (e) That all employees establish and maintain the highest possible standards of housekeeping and cleanliness in individual work areas and on the Company's or the Customer's premises generally.
- (f) That all employees properly complete all inspection, service and repair documentation (eg. " "forklift Truck Condition Report & Summary of Work Performed" " form) in accordance with the Company's instructions and the requirements under the Workplace Health and Safety Legislation.
- (g) The Company and the employees to maintain equipment and plant and systems of work that are, so far as is practicable, safe and without risk to the health and safety of any person.

- (h) The Company is to maintain, so far as is practicable, the workplace under their control in a condition that is safe and without risk to the health and safety of any person.
- (i) The Company is to provide, so far as is practicable, such information, instruction, training and supervision to enable employees to work in a manner that is safe and without risk.
- (j) The Company is to provide protective clothing and equipment where it is not practicable to avoid the presence of hazards in the workplace and the employees are to use such protective clothing and equipment , in a manner in which they have been properly instructed to use it.
- (k) That all employees are actively encouraged to contribute to and participate in , monthly Workplace Health and Safety Committee meetings and any other joint consultative mechanisms set up between the Company and the employees to promote and maintain safe and healthy conditions in the workplace.

#### **6.8 Productivity and Efficiency Improvements**

The parties to this Agreement are committed to establishing work practices and management systems aimed at increasing productivity and efficiency.

The parties agree that the central issues to productivity improvements are:

- Attitudinal change;
- Employee satisfaction;
- Managerial effectiveness;
- Ability of the business unit to adjust to change;
- Customer satisfaction;
- Equitable distribution of benefits.

## 6.9 Performance Indicators

- (a) The parties to this Agreement have agreed to have the management develop performance indicators on an on-going basis in the following areas or such other areas as may be identified from time to time:-
- Rework as a % of total hour;
  - Lost time as a % of total labour hours;
  - Reducing Consumable Costs;
  - Reducing Customer Complaints;
  - Number of breakdown calls per period;
  - Late deliveries or lost hire due to repair delays. (Our fleet and customer repair jobs).
  - Turnaround times, gauged by non-conformance reports;
  - Non-conformity to "Customer Service Performance Standards".
  - Equipment utilisation;
  - Frequency of "Parts out of Stock";
  - Absenteeism as a % of total labour hours;
  - Incomplete documentation;
  - A range of customer satisfaction measures;
  - Safety Performance;
  - Internal assessment for approved modifications to Forklifts that reduce R & M costs;
  - Breakdown response times over one hour;
  - Number of on time deliveries of rental equipment.
  - System design (work stations, vans office, workshop, paperwork).
  - Reduced downtime of rental equipment;
  - Inventory stock levels and costs.
- (b) The Workplace Consultative Committee will meet regularly to examine further productivity and efficiency improvements for setting specific targets for these additional productivity and efficiency improvements in preparation for negotiation of a second Agreement and the Stage 2 wage increase provided for in sub-clause 6.1(b). The meetings to be held monthly.

- (c) The indicators developed shall be approved by the Consultative Committee and certain agreed indicators shall then be selected to provide a measurement of improved performance to allow for further wage movements. Any disagreements which arise in the application of this clause shall be referred to the Industrial Relations Commission of NSW for resolution.

#### **6.10 National Standards**

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

#### **6.11 Not to be Used as Precedent**

This Agreement shall not be use in any manner whatsoever to obtain similar arrangements or benefits in any other plant or operation.

### **7. DURESS**

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

### **8. GRIEVANCE PROCEDURE**

#### **8.1 DISPUTE SETTLEMENT PROCEDURE**

In event of a dispute arising between the Employer and the employees engaged in accordance with this Agreement, or their relevant Union, the procedures set out hereunder shall be strictly adhered to.

## 8.2 GRIEVANCE/DISPUTE

### DEFINITION

A grievance is defined as any complaint, query, misunderstanding, dispute or any industrial matter relating to all forms of work, awards, agreements or conditions.

The purpose of this grievance procedure is to provide clearly defined steps to be followed by parties to any grievance to ensure the fullest possible discussion and consideration of the issues involved.

#### (a) Individual Approach

The grievance can first be raised by the individual or group of employees with the *appropriate Supervisor who shall give a reply within 24 hours*.

#### (b) Refer Senior Manager

In the event that the matter is not resolved the employee and supervisor shall refer the matter to the State Manager. Where the employee is a member of a union a union representative may also be involved in discussions at this stage. A reply shall be made within 24 hours.

The Industrial Relations Depart of the Company may also be formally involved at this stage.

#### (c) Status Quo to apply

In order to allow the parties to resolve industrial matters in a speedy manner it is agreed that no stoppages, bans or limitations shall occur during that time. The status quo shall be maintained until the matter is resolved. The status quo is defined as that which existed immediately prior to the change or incident or event which lead to the grievance.

**(d) Commission to Assist**

The parties may request the assistance of the Industrial Relations Commission of New South Wales to assist them in their discussions at any stage.

If the parties fail to resolve the dispute either party shall refer the dispute to the Industrial Relations Commission of New South Wales for resolution and such resolution shall be binding on all parties.

**(e) Safety Disputes**

In the event of any alleged serious safety issue or alleged unsafe working condition additional to normal work practice, the appropriate Supervisor or Manager shall immediately investigate such allegation in consultation with the chair person of the Safety Committee.

If the parties cannot agree on an immediate solution the Safety Committee shall be convened immediately to determine the issue. An emergency decision of the Safety Committee shall be binding on all parties.

The parties may then;

1. Notify of a dispute to the Industrial Commission of New South Wales.
2. Seek immediate expert assistance and advice to resolve the dispute.

**9. SIGNATURES**



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**FOR BRAMBLES AUSTRALIA LIMITED T/A  
BRAMBLES FORKLIFTS**

EMPLOYEES

NAME	OCCUPATION	ADDRESS	SIGNATURE	DATE
A. CAYETANO	FORKLIFT MECHANIC	4 WIRING CREWS. PLUNTON	<i>Francis</i>	11-10-95
MORGAN	HEAVY VEHICLE PAINT. MECHANIC	38 LABOR RD	<i>J. N.</i>	11-10-95
F. SULLIVAN	F/LIFT MECHANIC	15 FINCH PL ST. CLAIR GARDENS HILL	<i>F. Sullivan</i>	30-10-95
Monty PEARCE	PLANT MECHANIC	1 VALMA PLACE COLYTON	<i>Monty Pearce</i>	11-10-95
Art Edkins	Plant Mechanic	52 WEBB ST LABOR PARK	<i>Art Edkins</i>	11-10-95
ian Lubri	Plant Mech	39 ST KILDA ST.	<i>I. Lubri</i>	11-10-95
DANK AJTAVRANS	MOTOR MECHANIC	17/168 SANDAL CRESCENT	<i>D. Ajtavrans</i>	11-10-95
Sean Edwards	Plant Mechanic	<del>24/81</del> 24/81 MEMORIAL AVE LIVERPOOL	<i>Sean Edwards</i>	12-10-95
JACK OLIVER	MOTOR MECHANIC	210 ANNANGROVE RD ANNANGROVE	<i>J. Oliver</i>	12-10-95
Rich. Banks	PLANT MECHANIC	4 ZIRCON PLACE EAGLEVALE	<i>Rich. Banks</i>	12-10-95
Carl Finlay	Forklift mechanic Electrical	42 Russell St Mt Pritchard	<i>Carl Finlay</i>	12/10/95
Warren Smith	Field Service Mechanic	9 Baudin Crescent Fairfield West.	<i>W. Smith</i>	12/10/95
P. Robinson	Field service mechanic	10126 Wellwoodav Moorebank	<i>P. Robinson</i>	12/10/95
SCOTT SCHOFIELD	FIELD SERVICE	30 CHESTNUT DRIVE GLESSBORO	<i>Scott Schofield</i>	12-10-95
IM WONG	M/MECH.	19 MILHAM ST	<i>IM Wong</i>	16/10/95
TOMAS CRANLEY	Field Service Mechanic.	59. AMPHITHEATRE CIRCUIT BAWBANTHILL	<i>Tomas Cranley</i>	19-10-95
PALL ROSS	F.S.M.	12 MARTENS WAY CLAYMORE	<i>Pall Ross</i>	19-10-95
ANDRES ZAPATA	FIELD SERVICE	3 HILL ST ARNCLETTE	<i>Andres Zapata</i>	19-10-95
TONY HUGGETT	FIELD SERVICE	20 MALONEY ST, EASTRANS	<i>Tony Huggett</i>	19/10/95
Wol Camilleri	" " "	10 WAGNER RD CRANEHILL	<i>Wol Camilleri</i>	19/10/95
STEPHEN PELIN	FIELD SERVICE	43 ARBYLE ST PICTON	<i>Stephen Pelin</i>	21/10/95
BRIAN WHITE	MECHANIC	23 DILLWYNIA DR GLANMORE PK	<i>Brian White</i>	30/10/95
BLINDEN	FIELD SERVICE	109 M'COLLACH ST RIVERSTONE	<i>Blinden</i>	30/10/95

P. Church

St. Gray Painter

4/8 Christie St  
Liverpool

Paul Church 31.10.95